

# ***Agreement***

between

**FCA US LLC**



and the



OCTOBER 22, 2015

**PRODUCTION, MAINTENANCE AND PARTS**

LITHO IN U.S.A.



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**SHADING REPRESENTS NEW  
LANGUAGE IN THE 2015 AGREEMENT**

**PRODUCTION AND MAINTENANCE**

**INDEX OF UNITS**

1. Jefferson North Assembly – Local 7  
Warren Truck Assembly – Local 140  
Chrysler Center – Powerhouse – Local 412  
Kokomo Transmission – Local 685  
Indiana Transmission Plant I – Local 685  
Indiana Transmission Plant II – Local 685  
Tipton Transmission Plant – Local 685  
Mack I Avenue Engine Plant – Local 51  
Mack II Avenue Engine Plant – Local 51
2. Warren Stamping – Local 869
3. Chrysler Headquarters & Tech Chrysler  
Center – Departments 1654, 1655, 2980 –  
Local 412 (Unit 14)
4. Kokomo Casting – Local 1166
5. FCA Transport LLC – Local 212  
Conner Avenue Assembly Plant – Local 212  
Mt. Elliott Tool & Die Manufacturing – Local 212  
Pilot Operations – Local 212
6. Sterling Stamping – Local 1264
7. Belvidere Assembly – Local 1268
8. Toledo Machining – Local 1435
9. Sterling Heights Assembly – Local 1700
10. Marysville Axle – Local 961
11. Trenton Engine Complex – Local 372
12. Toledo Assembly Complex – Local 12
13. Dundee Engine Plant – Local 723
14. FCA Transport LLC Toledo – Local 12



**PARTS DISTRIBUTION CENTERS  
INDEX OF UNITS**

1. Marysville - Local 375
2. Centerline Packaging - Local 1248  
Sherwood - Local 1248
3. New York - Local 3039
4. Chicago - Local 1178
5. Minneapolis - Local 125
6. Boston - Local 422
7. Cleveland - Local 573
8. Portland - Local 492
9. Denver - Local 186
10. Los Angeles - Local 230
11. Orlando - Local 1649
12. Milwaukee - Local 75
13. Dallas - Local 2360
14. Atlanta - Local 868

**Agreement Entered into on This  
Twenty-second Day of  
October, 2015**

**Between FCA US LLC**

**(Hereinafter referred to as the "Company")  
and the following Local Unions**

**United Automobile, Aerospace and Agricultural  
Implement Workers of America**

**PRODUCTION AND MAINTENANCE**

<b>7</b>	<b>212</b>	<b>723</b>	<b>1264</b>
<b>12</b>	<b>372</b>	<b>869</b>	<b>1268</b>
<b>51</b>	<b>412</b>	<b>961</b>	<b>1435</b>
<b>140</b>	<b>685</b>	<b>1166</b>	<b>1700</b>

**PARTS DISTRIBUTION CENTERS**

<b>75</b>	<b>230</b>	<b>492</b>	<b>1178</b>	<b>2360</b>
<b>125</b>	<b>375</b>	<b>573</b>	<b>1248</b>	<b>3039</b>
<b>186</b>	<b>422</b>	<b>868</b>	<b>1649</b>	

**and the  
International Union,  
United Automobile, Aerospace and Agricultural  
Implement Workers of America**

**(The said Local Unions and the International  
Union being hereinafter referred to  
collectively as the "Union.")**

(Note: The headings used in this Agreement and  
Exhibits neither add to nor subtract from the meaning but are for  
reference only.)

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Company, the employees and the Union. The parties agree that whenever masculine nouns or pronouns are used in the Agreement, such references are intended to be gender neutral.

The parties recognize that the success of the Company and the job security of the employees depends upon the Company's success in building a quality product and its ability to sell such product.

To these ends the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## RECOGNITION

### **(1) Employees Covered**

(a)--Pursuant to and in accordance with all applicable provisions of the National Labor Relations Act, as amended, FCA US LLC (hereinafter called the Company) does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Company included in the bargaining units described in Schedule "A" appended to this Agreement.

(b)--This Agreement shall extend automatically to production and maintenance employees at any new plant the Company builds that the parties shall agree, or, in the absence of agreement, that the National Labor Relations Board shall determine, constitutes an accretion to the multiple-plant bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decides should be excluded.

(c)--If the Union becomes the representative of employees at a plant that is not a part of such unit, the parties shall determine by negotiation whether this Agreement shall apply, in whole or in part, to such employees.

## **(2) Management Rights**

The Company has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memorandums, Letter Agreements or Supplementary Agreements that by their terms modify this Agreement.

## **(3) Excluded Personnel**

The Union will not represent anyone in a supervisory capacity or other representatives of Management.

## **(4) Equal Application of Agreement**

It is the policy of FCA US LLC and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, gender identity/expression, union activity and membership in any legally protected class.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to Step 1 (d) of the grievance procedure, must contain

a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. If appealed to Step 2, the Plant Shop Committee of the Local Union, before deciding whether to take the grievance up with the Labor Relations Supervisor or his designated representative, may refer the claim to the Chairman of the Civil Rights Committee of the Local Union for a factual investigation and report. The Member of the Civil Rights Committee designated by the Chairman to investigate the claim shall not receive pay from the Company for time spent on such activity.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims.

## **NO STRIKE OR LOCKOUT**

### **(5) Strike Prohibited**

The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in or slow-down in any plant of the Company, or any curtailment of work or restriction of production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plants or premises until all the grievance procedure as outlined in this Agreement has been exhausted, and in no case over a matter on which the Appeal Board has power, and authority to rule, and in no other case until the International Union, United Automobile, Aerospace and Agricultural Implement Workers of

America, within sixty (60) days after receiving the Plant Manager's decision, has notified the Manager of Union Relations of the Company in writing that it has authorized a strike, specifying the grievances that are involved in the proposed strike, and negotiations have continued for at least seven (7) separate days on which meetings have been held after the Company has received such notice.

Union representatives shall receive pay from the Company at their regular hourly rates for time spent in such meetings provided they would otherwise have worked in the plant. Such notice shall be valid for only sixty (60) working days unless extended by mutual agreement.

In the discussion and settlement of the grievances as to which the International Union has given notification of intent to strike, neither party shall be required to bargain or act with respect to any other issue, grievance or dispute.

## **(6) Cancellation of Agreement**

In case a strike or stoppage of production or a lockout shall occur, either before or after all the grievance procedure has been exhausted, the Company, in case of a strike or stoppage of production, or the Union, in case of a lockout, shall have the option of cancelling this Agreement at any time between the tenth (10th) day after the strike or stoppage of production or lockout occurs and the day of its settlement. The failure to exercise this option after any strike or stoppage of production or lockout shall not constitute a waiver by the Company or the Union as the case may be of its right to exercise its

option should a subsequent strike or stoppage of production or lockout occur.

### **(7) Right to Discipline**

The Company reserves the right to discipline any employee taking part in any violation of Section (5) of this Agreement.

### **(8) Lockout Prohibited**

The Management will not cause or sanction a lockout until all the grievance procedure as outlined in this agreement has been exhausted, and in no case upon a matter on which the Appeal Board has power to rule, and in no other case until after negotiations have continued for at least seven (7) separate days on which meetings have been held.

## **UNION SECURITY**

### **(9) Requirement of Union Membership**

(a)--Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.

(b)--Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this agreement, on or before the fortieth (40th) day following such effective date.



(c)--Employees hired, rehired, reinstated or transferred into a bargaining unit after the effective date of this agreement and covered by this agreement shall be required as a condition of continued employment to become members of the Union for the duration of this agreement, on or before the fortieth (40th) day following the beginning of their employment in the unit.

(d)--An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(e)--Employees shall be deemed to be members of the Union within the meaning of this section if they are members and are not more than thirty (30) days in arrears in payment of membership dues.

#### **(10) Payment by Check-Off or Direct to Union**

Employees may tender initiation fees and membership dues by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Union.

#### **(11) Check-Off**

(a)--During the life of this Agreement and in accordance with the provisions of Section 302(c) of the Labor-Management Relations Act, 1947, as amended, and with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the applicable jurisdiction permit, the Company agrees to deduct Union initiation fees

and membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" in substantially the following form or who has signed an "Enrollment Form" that includes such a form:

"AUTHORIZATION FOR CHECK-OFF OF DUES"

"Date \_\_\_\_\_

"Social Security No \_\_\_\_\_

"Plant \_\_\_\_\_

"TO: FCA US LLC"

"I hereby assign to Local Union No. . . . .  
., International Union, United Automobile, Aerospace  
and Agricultural Implement Workers of America,  
(UAW), from any wages earned or to be earned by me  
as your employee, or from any Regular Supplemental  
Unemployment Benefits to be paid to me the sum of  
\$5.00 per month or such larger amount as may be  
established as dues and also an initiation fee in the  
amount of \$. . . . .

"I authorize and direct you or the Trustees  
of the Supplemental Unemployment Benefit Fund, as  
the case may be, to deduct such amounts from my pay  
or from any Regular Supplemental Unemployment  
Benefits and to remit the, same to the Union.

"If a collective bargaining agreement  
between the Company and the Union is in effect on the  
date of this assignment, authorization and direction,

it shall become operative forthwith. Otherwise, this assignment, authorization and direction shall become operative upon the ratification of the collective bargaining agreement between the Company and the Union dated September 29, 2003.

"This assignment, authorization and direction shall be irrevocable for one (1) year from the date thereof and unless revoked at the end of such year as provided herein shall be automatically renewed for successive periods of one year. Revocation may be made only by written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the expiration of each one (1) year period. Provided, however, that, in addition thereto, this authorization may be revoked by a written notice given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days before the termination date of each applicable collective bargaining agreement between the Company and the Union. Failure to revoke this assignment, authorization and direction during the second ten (10) day period before the termination date of a collective bargaining agreement shall not by itself extend the assignment, authorization and direction beyond its next anniversary date.

"This authorization is pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act, 1947, as amended, and is governed by the applicable terms of the collective bargaining agreement between the Company and the Union. (If the assignment, authorization and direction are a separate document, such as a 'Check-Off card', the employee shall execute it in the following form. If it is embodied in an Enrollment Form, execution of

the Enrollment Form, with appropriate entries, shall constitute execution of the assignment, authorization and direction.)

"An initiation fee IS or IS NOT (strike out one) to be deducted hereunder.

" \_\_\_\_\_  
(Signature of Employee here)

" \_\_\_\_\_  
(Address of Employee)

" \_\_\_\_\_  
(Type or Print Name of Employee here)

" \_\_\_\_\_  
(Employee's Clock Number)

"  
"Name \_\_\_\_\_ Local Union \_\_\_\_\_  
"Address \_\_\_\_\_  
"Social Security No \_\_\_\_\_  
"Employee's Clock No. \_\_\_\_\_ "

(b)--The following Statement to the employee shall appear on the reverse side of the appropriate item of the Enrollment Form or on the reverse side of any Check-Off card the employee signs (Note: Until the Plant receives Enrollment Forms or Check-Off cards containing the following Statement, applicants for employment will read, sign and date said Statement on a separate document.)

**"STATEMENT CONCERNING UNION  
MEMBERSHIP AS A CONDITION OF CONTINUED  
EMPLOYMENT"**

"The Agreements between **FCA US LLC** and the International Union, United Automobile, Aerospace and Agricultural Implement Workers (UAW), and certain of its Local Unions dated September 29, 2003, require all employees the agreements cover to become and remain members of the Union to the extent of tendering an initiation fee and membership dues as set forth in the Agreements, except in states where such provisions are invalid.

"Under said Agreements, new employees may join the Union immediately after they are hired, but they do not have to become members or pay initiation fees or dues until the fortieth (40th) day following the beginning of their employment.

"Under the present Agreements, new employees may, if they so desire, authorize immediate deduction of their initiation fees and/or membership dues by use of the Enrollment Form. Employees who do not desire immediate deduction of initiation fees and/or membership dues from their earnings may subsequently authorize such deductions by signing a separate 'Authorization for Check-Off of Dues' card.

**"NO EMPLOYEE IS REQUIRED TO AUTHORIZE  
THE CHECK-OFF OF INITIATION FEES OR DUES.**

"Employees who do not wish when hired to authorize deductions of dues or initiation fees may do so later or pay the proper amounts directly to the Union.

Employees who authorize deductions of dues or initiation fees may cancel the authorization as set forth in the authorization and pay the appropriate amounts directly to the Union."

## **(12) Deductions**

Deductions shall be made only in accordance with the provisions of said Authorization for Check Off of Dues, together with the provisions of this Agreement and the provisions of the Memorandum of Understanding (Union Dues Deductions), a supplement to this Agreement. The Company shall have no responsibility for the collection of initiation fees or membership dues not in accordance with this provision.

## **(13) Indemnification**

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as Union initiation fee and membership dues from employees' wages, or by the Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental Unemployment Benefit Plan.

## **(14) Conflict with State Law**

(a)--Notwithstanding the other provisions of this Agreement, an employee shall not be required to become a member of or continue membership in the Union, or to pay initiation fees or membership dues to it, except as otherwise provided in Subsection (b), as a condition of employment, if employed in any state that

prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

(b)--If and when the court of last resort of any such state shall hold by final judgment or decree not subject to further review that an employer and a union, may, by agreement, require employees of plants located in such state, as a condition of employment, to pay to a union amounts that are equivalent to the periodic membership dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the union or a statute of any such state shall expressly so provide then, and in either event, employees of plants in such state who are covered by this Agreement on the date when such judgment or decree becomes final, or such statute becomes effective, shall, as a condition of employment, pay to the Union such amounts that are equivalent to the periodic membership dues and initiation fees on or before the fortieth (40th) day following said date, and employees hired, rehired, reinstated, or transferred into such plants after said date and who are covered by said Agreement shall, as a condition of employment, pay to the Union such amounts that are equivalent to the periodic membership dues and initiation fees on or before the fortieth (40th) day following the beginning of their employment in such plant. Employees who tender amounts equal to said membership dues and, if not already a member, initiation fees, and who are not more than thirty (30) days in arrears in paying the equivalent of periodic dues, shall be deemed to have met the conditions of Section (9) of this Agreement. If any such final judgment or decree, as described above, is later reversed or otherwise modified or nullified, or if the laws of any such state are later amended or are construed by that state's highest

court to prohibit arrangements such as this Paragraph provides, this Paragraph of this Agreement shall terminate. Otherwise, it shall continue in full force and effect until the expiration of this Agreement.

(c)--If a final judgment or decree of the court of last resort of any such state not subject to further review holds that an employer and a union may not enter into such an agreement as Paragraph (b), above, describes, and if any such judgment or decree is later reversed, overruled or otherwise modified or nullified so as to permit such an agreement, or if the laws of any such state are later amended or are construed by that state's highest court so as to permit arrangements such as said Paragraph (b) describes, then in any such event the requirements of said Paragraph (b), within the time limits therein set forth, shall apply to plants in such state as of the date of such event.

## **REPRESENTATION**

### **(15) Number of Districts**

(a)--It is mutually agreed that the principle of proportional representation which reflects increases and decreases in the work force is a sound and sensible basis for implementing the representation sections of this Agreement.

(b)--In each plant of the Company covered by the National Production and Maintenance Agreement on September 22, 1964, the ratio of Chief Stewards to employees shall not exceed 1 to each 225 and the number of Chief Stewards shall be as set forth in the table below.



<b>Number of Employees On Active Roll</b>	<b>Number of Chief Stewards</b>
1--337	1
338--563	2
564--789	3
790--1015	4
1016--1241	5
1242--1467	6
1468--1693	7
1694--1919	8
1920--2145	9
2146--2371	10
2372--2597	11
2598--2823	12
2824--3049	13
3050--3275	14
3276--3501	15
3502--3727	16
3728--3953	17
3954--4179	18
4180--4405	19
4406--4631	20
4632--4857	21

(c)--In each new plant of the Company to which the National Production and Maintenance Agreement was extended after September 22, 1964, the ratio of Chief Stewards to employees shall not exceed 1 to each 250 and the number of Chief Stewards shall be as set forth in the table below:

<b>Number of Employees On Active Roll</b>	<b>Number of Chief Stewards</b>
1--375	1
376--626	2
627--877	3

878--1128	4
1129--1379	5
1380--1630	6
1631--1881	7
1882--2132	8
2133--2383	9
2384--2634	10
2635--2885	11
2886--3136	12
3137--3387	13
3388--3638	14
3639--3889	15
3890--4140	16
4141--4391	17
4392--4642	18
4643--4893	19
4894--5144	20

(d)--In plants in which the ratio of Chief Stewards to employees exceed the number allowable under Subsection (b) the number of Chief Stewards will be increased or decreased in the manner set forth in Subsection (h), provided however; (i) If the number of employees has decreased, the number of Chief Stewards will be reduced according to the ratio, or major fraction thereof, previously determined in accordance with Subsection (h) (i) so that the ratio of Chief Stewards to employees after the adjustment does not exceed the ratio previously determined; and (ii) if the number of employees has increased, the number of Chief Stewards will be increased at a ratio of one Chief Steward for each 225 additional employees, or major fraction thereof. In no event, however, shall Chief Stewards be added beyond the number of Chief Stewards active on September 22, 1964 until the ratio in the plant conforms with Subsection (b).

(e)--Any Chief Steward who dies, retires, resigns as a Chief Steward or employee (excluding resignations as Chief Steward to accept a salaried position with the Company), will not be replaced unless and until the ratio of Chief Stewards to employees in that plant conforms with Subsection (b).

(f)--Notwithstanding the provisions of Subsections (b) (c) & (d) above, the number of Chief Stewards in plants that are entitled to less than three Chief Stewards according to the appropriate table shall be the larger of the following: (i) the number set forth in the appropriate table, or (ii) a number equal to the number of shifts operating in the plant.

(g)--Each Chief Steward shall be assigned to a district. The departments or parts thereof which will constitute districts in a plant will be determined by mutual agreement between the Plant Management and the Local Union. When a district consists of more than one department, such departments will be physically located adjacent to one another insofar as reasonably practicable.

(h)--Redistricting shall be accomplished in the following manner and at the following times: (i) within five (5) working days after the end of the month of April, August and December, the Local Union will be provided with the average number of employees on the active roll in the plant during each such month. This number shall be the basis on which the appropriate number of districts shall be determined; (ii) adjustments, if any, in the number of districts shall be effective with the first pay period in the month following the month (i.e., June, October, February) in which the number of districts is determined in accordance with (i) above

the redistricting and the determination of the Union representatives shall be accomplished prior to the adjustment date.

(i)--The plant may be redistricted in accordance with Subsection (g) above from time to time upon the written request of either the Plant Management or the Local Union. The parties in each plant may agree to establish a flexible districting plan to predetermine the districts to be eliminated or added consistent with ratios at various employment levels of the plant.

(j) --When unusual circumstances arise and such circumstances result in the number of employees on active roll at the plant that would require an increase or decrease of two (2) or more districts under the applicable table in Subsections (b) (c) or (d) and Subsections (f) and (g) the parties shall make adjustments in the districts concurrent with such changes in accordance with Subsections (b) (c) or (d) whichever is appropriate, and Subsections (f) and (g) of this Agreement. If the parties are unable to reach agreement, the matter shall immediately be referred to Corporate **Employee** Relations and the International Union for resolution.

## **(16) Chief Stewards**

(a)--In each district; employees in the district shall be represented by one Chief Steward for each shift who shall be a regular employee having seniority and working in the district.

(b)--It is understood and agreed that each Chief Steward has full time work to perform in the plant. It is understood and agreed that the Chief Steward will not

leave his district during working hours. The Foreman will grant permission to the Chief Steward to leave his work for the purpose of presenting grievances. The Foreman also will grant permission to the Chief Steward to leave his work if the Chief Steward advises his Foreman that a grievance or grievances have been referred to him by one or more of his constituents which require investigation before the grievance or grievances can be properly presented. In such case, the Chief Steward shall advise the Foreman of the number and nature of grievances he wishes permission to investigate, and after investigating such grievances shall advise the Foreman of those grievances he disposed of and present the remaining grievances to the Foreman.

(c)--If the Chief Steward goes into a department other than the one in which he works to investigate grievances, he will advise the Foreman in that department of his presence and the number and nature of the grievances he wishes to investigate. After investigating them, the Chief Steward shall advise the Foreman or the designated representative of management, the number and nature of the grievances that he disposed of and present the remaining grievances.

(d)--If it is necessary for a Chief Steward to speak to an employee about a grievance, he will make arrangements with the employee's Foreman to do so.

(e)--Chief Stewards during their working hours, without loss of time or pay, may in accordance with the terms of this Section, perform their duties of conferring with Foremen or other designated representatives of

the plant management and of investigating grievances. The privilege of Chief Stewards to leave their work during working hours without loss of pay is subject to the understanding that the time will, be devoted to the prompt handling of legitimate grievances and will not be abused and that the Chief Stewards will do the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein.

(f)--During overtime periods or weekend work the Chief Steward shall be scheduled to work as long as there is work scheduled in his district he can do and any of his respective constituents are working.

#### **(17) Plant Shop Committeeperson**

(a)--The Plant Shop Committee of the Union shall consist of not more than six (6) members, each of whom shall be an employee of the plant having seniority or a regular employee of the plant having seniority who is on leave of absence. One (1) member of the Committee may be designated by the Union as Chairperson, in which case the Company will be so notified, and one (1) member of the Plant Shop Committee shall be an employee on a skilled worker's classification job.

(b)--It is understood and agreed that each member of the Plant Shop Committee of the Union who is a regular employee of the plant has work to perform in the plant, and that he/she will not leave his/her work without first notifying his/her Foreman and shall report to his/her Foreman on his/her return.

(c)--Members of the Plant Shop Committee, by agreement between the Plant Management and the Plant Shop Committee, may have assigned to them certain districts in the plant and on proper occasions may go into those districts, but not into other districts of the plant assigned to other Plant Shop Committeepersons.

(d)--The Foreman will grant permission to a Plant Shop Committeeperson to leave his/her work for the purpose of attending regular or special conferences with the Labor Relations Supervisor.

(e)--The Foreman will also grant permission to Chief Stewards to communicate by telephone on an unsettled grievance with the Plant Shop Committeeperson assigned to their districts and also will grant permission to a Plant Shop Committeeperson (1) to leave his/her work to confer on grievances with Chief Stewards in the districts of the plant assigned to that Plant Shop Committeeperson when the Plant Shop Committeeperson has been requested to do so by the Chief Steward, and (2) to present grievances to the Superintendent or other management representative designated to receive them from the Plant Shop Committeeperson in his/her district. Plant Shop Committeepersons may perform their regular grievance procedure duties during working hours without loss of time or pay.

(f)--During overtime periods or weekend work the Plant Shop Committeeperson shall be scheduled to work as long as there is work scheduled in his/her district he/she can do and any of his/her respective constituents are working.

## **(18) Abuse of the Procedure**

(a)--The Management in a plant may present to the Secretary of the Local Union as grievances any abuses of the grievance procedure by the Union, its Chief Stewards, its Plant Shop Committeeperson, its Local Union officers, or other representatives or members of the Union. If the Management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the International Union.

(b)--The Union may present to the Labor Relations Supervisor in a plant as grievances any abuses of the grievance procedure by the Management or its representatives. An appeal in accordance with the grievance procedure may be taken by the Union if it is dissatisfied with the Labor Relations Supervisor's decision.

(c)--Such grievances by either the Plant Management or the Union shall be presented in writing.

## **(19) Conduct of Union Representatives**

Union representatives employed in the plant are subject to the same discipline as any other employee in the plant for violation of shop rules.

## **(20) Regular Conferences**

(a)--Regular conferences shall take place between the Plant Shop Committee of the Union and the Labor Relations Supervisor of the plant on one day, Tuesday, of each week. An agenda of the matters



to be taken up at the meeting shall be delivered to the Labor Relations Supervisor by the Plant Shop Committee on the Monday morning preceding the meeting.

(b)--Members of the Plant Shop Committee of the Union shall receive pay from the Company at their regular hourly rates for time spent in such regular conferences. If the Labor Relations Supervisor agrees to a meeting or the continuation of a meeting during overtime hours, each member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime he spends in such meeting.

(c)--The Plant Shop Committee may meet at a place designated by the management on company property for one-half (1/2) hour immediately preceding a meeting with the Labor Relations Supervisor, for which meeting an agenda has been filed with the Labor Relations Supervisor by the Plant Shop Committee.

## **(21) Special Conferences**

(a)--Special conferences for important matters may be arranged between representatives of the Local Union and the Labor Relations Supervisor, or the Plant Manager or his designated representative. The Union representatives at such special conferences shall be limited to members of the Plant Shop Committee and the four ranking Local Union officers. Upon request, the Regional Director of the Union for the area in which the plant is located, or his regular representative, may also attend. Arrangements for such special conferences shall be made in advance with the Labor Relations Supervisor, or the Plant Manager or his

designated representative, by the Chairman of the Plant Shop Committee or the President of the Local Union, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

(b)--Union representatives as specified in Subsection (a) above if working in the plant shall receive pay from the Company at their regular hourly rates for the time spent in such special conferences, provided they would otherwise have worked in the plant during the time spent in such conferences.

(c)--Upon the request of the Director, National Chrysler Department of the International Union, the Manager of Labor Relations of the Company will make arrangements for a representative of the National Chrysler Department of the International Union to attend such special conferences.

## **GRIEVANCE PROCEDURE**

### **(22) Time of Answers**

The management will answer in writing any grievance presented to it in writing by the Union;

(a)--by the Supervisor or other designated representative of Management within five (5) working days,

(b)--by the Union Relations Supervisor within seven (7) working days,

(c)--by the Plant Manager or his designated representative within seven (7) working days.

These time limits may be extended at any time by agreement between the Company and the Union.

### **(23) Presenting a Grievance**

A grievance of any employee or a joint grievance of any group of employees shall be presented to the management in the following manner:

#### **(24) Step 1**

(a)--The employee or one member of a group having a grievance may take the grievance up with his Supervisor, or may ask the Supervisor to send for the Chief Steward without undue delay.

(b)--The Chief Steward then takes the grievance up with the Supervisor or other designated representative of the management in the district.

(c)--If the Chief Steward and the Supervisor or other designated representative of management are unable to dispose of the grievance, the Chief Steward then refers it to the Plant Shop Committeeperson for his district. The Plant Shop Committeeperson then takes the grievance up with the Area Manager or other designated management representative.

(d)--If the grievance is not disposed of and the Chief Steward wishes to pursue it further, the grievance may be reduced to writing and delivered to the Supervisor or other designated representative of management. (Any claim of discrimination when

presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes he or she has been discriminated against.)

(e)--If the grievance is not disposed of, the Plant Shop Committeeperson may take the written grievance up with the Area Manager or other designated management representative for the particular district.

## **(25) Step 2**

(a)--If the Plant Shop Committeeperson and the Area Manager or other designated representative of management do not dispose of the grievance, then the Plant Shop Committeeperson refers the written grievance to the Plant Shop Committee.

(b)--The Plant Shop Committee then delivers a written copy of the grievance to the Union Relations Supervisor and thereafter takes the grievance up with the Union Relations Supervisor at a scheduled meeting.

## **(26) Step 3**

(a)--If the Plant Shop Committee and the Union Relations Supervisor are unable to dispose of the grievance, the Plant Shop Committee then refers the grievance to the proper higher officer or officers of the Local Union who may then take the grievance up with the Plant Manager or his designated representative after arranging a meeting. Upon request of the President of the Local Union the Regional Director of the Union for the area in which the plant is located, or a regularly designated representative of the Regional

Director and one member of the Plant Shop Committee may attend the meeting.

(b)--Officers of the Local Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Company for time spent in such meetings. If Management agrees to a meeting or the continuation of a meeting during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime he spends in such meeting.

(c)--The President of the Local or his designated representative may investigate any grievance appealed to this step of the grievance procedure and, if working in the plant, will receive pay at his regular hourly rate for time spent in such investigation.

(d)--If a grievance involves the proper classification of employees or their working conditions, a representative of the International Union may enter the plant during regular working hours, after making proper arrangements with the Union Relations Supervisor, in order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the local plant management may accompany the Union's Representative.

#### **(27) Step 4 - Regional Review and Appeal to Appeal Board**

##### **(a)--Step 4--Regional Review**

If the officers of the Local Union and the Plant Manager, or his designated representative, are

unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the Regional Representative of the Union for the area in which the plant is located. The Regional Representative will review the grievance. If the grievance is one on which the Appeal Board has power and authority to rule, he may arrange a meeting with the Plant Manager or his designated representative, to discuss the grievance. At the request of the Regional Representative, either the Local Union President or a Committeeperson, but not both, may attend such meeting. Within ten (10) days of such meeting the Plant Manager or his designated representative shall forward to the Regional Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the Regional Representative shall either dispose of the grievance or if the grievance merits appeal, refer it to the International Union which, if the grievance merits appeal, shall within forty-five (45) days of the appeal of the grievance to Step 4, refer the grievance to the Appeal Board.

(b)--Appeal to Appeal Board

If the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Chief Steward and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Manager of Union Relations of the Company, together with a notice that the answer of the Plant Manager or his designated representative with respect to that grievance is not satisfactory to the

Union. The matter, if within the power and authority of the Appeal Board as provided in Section (29), may then be submitted to the Appeal Board for final disposition, such disposition to be made within thirty (30) days of the submission.

## **(28) Membership of the Appeal Board**

(a)--The Appeal Board shall consist of two but not more than three executives of the Company and two but not more than three official representatives of the International Union, and an Impartial Chairman. The Union and Company representatives of the Appeal Board shall attempt to settle all grievances properly referred to the Board.

(b)--In the event that they are unable to settle the matter, it shall be determined by decision of the Impartial Chairman and not by majority vote of the Board. The Impartial Chairman shall have the right, however, to participate in all discussions and meetings of the Appeal Board and shall also have the duty of assisting the parties in resolving particular questions.

(c)--The Impartial Chairman shall have only the functions set forth herein and shall serve for one year from date of appointment provided he continues to be acceptable to both the Union and the Company. The fees and approved expenses of the Impartial Chairman will be paid one-half by the Company and one-half by the Union.

**(29) Authority of the Appeal Board**

The power and authority of the Appeal Board shall be limited to:

(a)--matters involving the correctness of the classification of employees, provided that the absence of a classification from the list of classifications authorized for use at a particular plant by the Company shall not preclude the application of that classification at that plant provided the requested classification is an established hourly classification under this Agreement and provided further the application of the requested classification is proper, based upon the work performed; and

(b)--applying and interpreting the provisions of the agreement including written memoranda and letters of understanding between the Company and the International Union that relate to and supplement the terms of this Agreement, but excluding Section (44), Work Standards, Section (70), Job Security and Outside Contracting, Section (11) Paragraph (f) Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees, Letter (34) Utilization of Skilled Trades Manpower and Facilities and the Memorandum of Understanding on Health and Safety, and

(c)--in proper cases, modifying penalties assessed by the Management in disciplinary discharges and layoffs.

The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the agreement or to establish or change any wage or rate of pay.



Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

### **(30) Time of Appeals**

(a)--Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure, shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at another plant. Time limits for appeal shall be as follows:

(i) Appeal from an answer given in either Step 1 or 2 of the grievance procedure must be made within five (5) working days after such answer;

(ii) Appeal from an answer given in Step 3 of the grievance procedure must be made within fifteen (15) working days after such an answer;

(iii) Appeal to the Appeal Board must be made within forty-five (45) days from date of appeal to Step 4.

(b)--A grievance may be withdrawn either without prejudice or without precedent. If without prejudice, it may be reinstated within three months of withdrawal. If so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability, shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a

representative case. In such event the withdrawal without prejudice will not affect financial liability. If a grievance is withdrawn without precedent, it may not be reinstated but the withdrawal shall not serve as a precedent in any other case although the withdrawal may be referred to by management in future cases.

### **(31) Time Limit on Claims**

(a)--No claims, including claims for back wages, by an employee covered by this agreement, or by the Union, against the Company shall be valid for a period prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of one-hundred and twenty (120) days prior to the date the claim was first filed in writing.

(b)--Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing prior to the end of the month following the month in which the payment in question was made to the employee. The notice will specify the amount of the over-payment, and deductions to recover such over-payment shall not commence until the pay period following the pay period in which the notice of over-payment was given to the employee.

### **(32) Payment of Back Pay Claims**

If the Company fails to give an employee work to which his seniority entitles him, and a written notice of

his claim is filed within twenty (20) working days of the time the Company first failed to give him such work, the Company will reimburse him for the earnings he lost through failure to give him such work.

### **(33) Computation of Back Wages**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less:

(a)--any unemployment compensation or supplemental unemployment benefit he may have received, in which case the Company will pay to the appropriate state agency the amount of the unemployment compensation he received in order to restore the employee's entitlements for unemployment compensation benefits, provided the employee authorizes such payment if his authorization is required; also, the employee's entitlement for supplemental unemployment benefit will be restored in accordance with the Supplemental Unemployment Benefit Plan; and

(b)--compensation for personal services that he was not receiving when he last worked for the Company. However, wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim, shall not be deducted. The Appeal Board shall have authority in its discretion to deduct such further amount as it may deem fair.

### **(34) Retroactive Adjustments**

No decision of an Appeal Board or of the management in one case shall create a basis for retroactive adjustment in any other case.

### **(35) Withdrawal of Cases**

After a case on which an Appeal Board is empowered to rule hereunder has been referred to the Appeal Board, the case may not, be withdrawn by either party except by mutual consent.

### **(36) Finality of Decisions**

There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of an Appeal Board.

### **(37) Appeal for Interpretation**

Any issue involving the interpretation and/or the application of any term of this agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the agreement to the issue, it may then be appealed directly to the Appeal Board as provided in Section (27).

**(38) Law Suits**

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union and its members.

Except with respect to the right to present an individual grievance as expressly set forth in Section (24)(a), the Union shall, in the redress of alleged violations by the Company of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Agreement, and only the Union shall have the right to assert and press against the Company in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

## **DISCHARGE AND DISCIPLINE**

### **(39) Maintenance of Discipline**

It is agreed that the maintenance of discipline is essential to the satisfactory operation of the plant. During the course of negotiations, the Union raised the concern regarding discipline not being administered fairly and consistently for violations of the Company's Standards of Conduct. The Company acknowledged that the issuance of discipline is intended to be corrective and not punitive in nature.

As a result of these discussions, the following guidelines have been established to ensure Standard of Conduct violations are dealt with collectively through the progressive disciplinary process:

- 1st Violation - Verbal Warning
- 2nd Violation - Written Warning
- 3rd Violation - Written Warning with Counseling
- 4th Violation - 3 Working Day Disciplinary Layoff
- 5th Violation - 30 Calendar Day Disciplinary Layoff
- 6th Violation - Discharge

Circumstances will arise which necessitate corrective disciplinary action that may not follow the standard progression guideline. Disputes regarding disciplinary matters may be addressed through the grievance procedure.

### **(40) Notice of Suspension, Disciplinary Layoff or Discharge**

The plant management agrees promptly upon the suspension, disciplinary layoff or discharge of an

employee including a probationary employee who has worked for the plant more than thirty (30) days to notify in writing the employee and the Chief Steward or Plant Shop Committeeperson in the district of the suspension, disciplinary layoff or discharge, and the reason therefore. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that he has the right to request Union representation.

If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to his leaving the plant, management will send to the employee's last known address, by Certified Mail, notice of his suspension, disciplinary layoff or discharge and notice that he has the right to request representation.

#### **(41) Union Representation**

The employee may ask to discuss his suspension, disciplinary layoff or discharge with either the Chief Steward or Plant Shop Committeeperson for the district and the management will designate an office where he may do so before he is required to leave the plant. Upon request, the employee's Supervisor or other designated representative of management will discuss the suspension, disciplinary layoff or discharge with the employee and the Chief Steward or the Plant Shop Committeeperson. In proper cases, exceptions shall be made.

#### **(42) Appeal of Discharge**

Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Shop Committee to the Union Relations Supervisor within seventy-two (72) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the grievance procedure within five (5) working days after the management gives its answer to the Union.

#### **(43) Use of Past Record**

In imposing any discipline on a current charge, management will not take into account any infractions which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge, nor impose discipline on an employee for falsification of his/her employment application after a period of one (1) year from his/her date of hire.

### **WORK STANDARDS**

#### **(44) Work Standards**

##### **(a)--Establishing Work Standards**

1. When the Company establishes work standards, by whatever method it may select, it shall do so on the basis of fairness and equity in that such



standards shall be based on the reasonable working capacities of normal experienced employees working at a normal pace to produce quality work in the manner that the Company prescribes.

2. When a work standard is established and is not disputed, or is disputed and settled, such standard shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change is made in a work standard for any of the above reasons, only the elements of the operations that are affected by such change will be adjusted.

The Company agrees it is desirable to establish work standards on a new operation as early as is feasible. Where a standard is not established, the Chief Steward, upon request, will be given Management's reasons for not establishing the standard.

When a standard is not established, an employee, who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production.

When imposing discipline for failure to follow a prescribed method or for failure to use the tools provided in a proper manner, an employee will be informed in writing in what respect he failed to follow the method or use the tools. Upon request, the Chief Steward will also be given the reason.

3. When a work study is to be made for the purpose of establishing a standard, advance notice will be given to any employee to be studied and to his Chief Steward. When a work standard is established, notice will be given to the employee and to his Chief Steward advising them of the established work standard. When a study is made for purposes other than establishing a standard, the purpose of the study will be made known to a Union representative, providing time and circumstances allow such notification, and will be made known upon request, anytime.

4. Circumstances affecting the time of performance of a particular job that were not taken into account in establishing a work standard are known as non-standard conditions. When such non-standard conditions exist and are brought to the attention of Management, the employee concerned shall be advised of the rate of production at which he will be required to perform his job under such non-standard conditions.

#### (b)--Relief Time and Other Allowances

1. All direct labor employees on continuous operations in an Assembly Plant or assembly areas in a Power-train Plant shall be provided five minutes of relief time per hour. Indirect labor employees and employees not on continuous operations shall be provided three (3) minutes of relief time per hour.

Such relief time, except in emergencies, shall not be provided during the first forty-five (45) minutes of the shift or the first forty-five (45) minutes after the lunch period, or during such other periods, not exceeding in the aggregate ninety (90) minutes per

shift, as may be mutually satisfactory in the local plants. Where the lunch period is not in the middle of the shift, the relief allowance and the compression time shall be proportionately divided before and after the lunch period.

2. When a time study is made, the employee's performance will be rated as to normal at the time such study is made. In addition to the regular relief allowance, allowances will be made for such elements as standard tool changes, material handling, and fatigue where these are a factor.

(c)--Special Provisions Regarding  
Breakdowns, Ratio of Body Types, and  
Controlling Operations.

1. An employee will not be required to make up a loss in production on his operation solely as a result of machine or equipment breakdown or shortage of stock or other conditions if the condition is beyond the employee's control, but the employee may be directed while the condition exists, to perform other work or, if the condition exists during a period when he may be required to do so, to take his regular relief time.

2. Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of body types, optional equipment or other product types. When it is necessary to adjust the normal scheduled ratio of body types including optional equipment or other product types on conveyor lines and more or less work is required because of the change in mix, compensating adjustments in work assignment, manpower, spacing of units, line speed or any combination thereof will be

made. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, management will designate specific off-line operations from which manpower will be made available to compensate for such mix changes when one of the compensating adjustments selected is an increase in manpower. The compensating adjustments will be made known to the affected employee in his ordinary work area in time to accommodate the mix change. Upon request, Management will advise the Union of the arrangements made. If the time required to perform the elements of work assigned to an employee does not equal the available time of his work station, additional elements of work may be assigned to the employee, not to exceed the available time of his work station. If work assignments on such lines are changed, the Supervisor will advise the employee what elements have been added to or removed from his operation.

3. On some press, machine or conveyor lines the operations are limited by the controlling operation on the line with the result that on such lines either the time required to perform the elements of work assigned to an employee is less than his available time or the rate of production required of an employee is less than standard. In such circumstances the employee will be advised of the standard and available time for his operation whether or not he is required to produce to the standard. When the work standard on the controlling operation is adjusted, the other operations that were so limited will be adjusted accordingly within their standards.

(d)--Dispute Procedure

1. If an employee believes that a normal experienced employee working at a normal pace cannot perform the work required of him in the time allowed, the employee may take the matter up with his Supervisor, or ask the Supervisor to send for the Chief Steward. On request, the Supervisor will obtain for the Chief Steward in writing an elemental break-down with supporting data of the operation in question. This information will be furnished as soon as possible under the circumstances existing at the time of request. Such elemental break-down shall consist of all the elements of the operation in the order of their performance with the time for each element and the total time for the operation as these appear on the study with supporting data. On conveyor assembly lines each elemental breakdown will reflect the scheduled rate of production and available time either by the hour or the day as requested.

The best efforts of the employee, his Supervisor and the Chief Steward shall be directed toward settling the matter. Among other things, it should be determined that the employee's work method, the job layout, the tools and equipment are those on which the standard is based. Machine cycles time, feeds and speeds, stock locations and line speed are among other items that should be checked to determine that these are as contemplated in the standard.

By receiving the elemental breakdown and other information regarding an operation, the Union will not thereby waive its right later to dispute the time values of the elements of the operation.

2. If, after the above procedure is followed and the matter is not resolved, a grievance may be presented in writing. All of the data supporting the standard, upon request, shall be provided the International Union Industrial Engineer when he provides technical assistance in resolving the grievance.

3. At any time, subsequent to the presentation of the written grievance, the International Union through the Corporate **Employee** Relations Department may request an Industrial Engineer from the Company and an Industrial Engineer from the International Union to give their technical assistance in resolving the grievance. In that event, the Industrial Engineers shall give their prompt attention to the matter. In the presence of a Local Union representative or representatives, they will compare their studies and computations to determine the area of difference, if any, in order to expedite resolving the grievance. The International Union and Corporate **Employee** Relations will arrange for the participation of the Union's Industrial Engineer.

4. When a grievance over a work standard has been answered in the last step of the grievance procedure and the Union has given notice to the Company as provided in Section (5) of this Agreement, with respect to that grievance the negotiations pursuant to such notice shall, whenever feasible, take place at the local plant where the operations in dispute can be readily observed.

## **SENIORITY**

### **(45) Probationary Employee**

(a)--New employees of the plant shall be considered as probationary employees for the first ninety (90) days of their employment except as provided in subsection (b) below. The ninety days' probationary period shall be accumulated within not more than one (1) year. After employees have finished the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period.

(b)--New employees of the plant hired as temporary or vacation replacements shall be considered as probationary employees for the first one hundred twenty (120) days of their employment. They shall not accumulate time toward the fulfillment of the probationary period unless and until their employment status is changed from that of a temporary or vacation replacement to that of a new employee under Subsection (a).

(c)--There shall be no seniority among probationary employees.

(d)--The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) of this Agreement, but the Union shall not represent probationary employees who have been laid off or discharged and who have worked for the plant less than thirty-one (31) days since the date of

their last hiring except in case the layoff or discharge is for discrimination for Union activities. The Union may represent probationary employees who have worked at the plant more than thirty (30) days, however, any claim made by a probationary employee after thirty (30) days of employment that his layoff or discharge is not for cause, or discriminatory under Sec. (4), may be taken up as a grievance; provided, however, that the employee shall be deemed to have continued to be on probation, and therefore the Company shall not be held to the same standards as in the case of seniority employees. The Appeal Board shall have jurisdiction over such cases. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of his probationary period between the date of his discharge and his reinstatement unless otherwise agreed upon at the Appeal Board.

(e)--An employee who is separated during his probationary period for an occupational disability arising out of his employment by the Company and who is subsequently reinstated shall be required to complete his probationary period, and upon doing so shall have a seniority date which includes the time he was separated due to such disability, plus ninety (90) days.

(f)--Management will endeavor to evaluate and provide feedback to probationary employees during the probationary period. When performance related deficiencies are identified, the probationary employee may request a Union Representative be present when such performance feedback is communicated.



#### **(46) Employee Defined**

For the purpose of these Sections (45) through (71) the word "employee" means an employee who has acquired seniority.

#### **(47) Seniority Defined**

Seniority is by department, and may be exercised as provided in Section (61) by department, by division and by plant. Divisions shall be two or more departments. Departments grouped into a division shall consist of substantially similar work as determined by local negotiations.

#### **(48) Seniority Lists**

(a)--Rank on the seniority list shall not be affected by the age, sex, religion, race, color, national origin, qualified person with disability, marital status, or dependents of the employee.

#### **(49) Loss of Seniority**

An employee shall lose his seniority for the following reasons only:

(a)--He quits.

(b)--He is discharged and the discharge is not reversed through the grievance procedure.

(c)--He is absent for five (5) scheduled work days or forty (40) scheduled work hours without notifying the plant in accordance with its procedure established pursuant to Sec. (94) of the Agreement

unless, for a reason beyond his control, he is unable to comply with such notice requirements. After such absence, management will send written notification to the employee at his last known address that he has lost his seniority. Such notice will include the name of the person he is to contact at the plant in the event he has evidence to establish a claim that he did in fact notify the plant of his absence or evidence that his is a proper case in which an exception should be made. Such notice will also advise him of his right to Union representation, at his request, while he is in the employment office. If the disposition made of any such case is not satisfactory, the matter may be referred to Step 2 of the grievance procedure.

(d)--If he does not return to work when called, in proper cases, exceptions shall be made if the employee can satisfactorily substantiate and had promptly informed the plant that for a reason beyond his control he was unable to comply with such call to return. If the disposition made of any such case is not satisfactory, the matter may be referred to Step 2 of the grievance procedure.

(e)--He is terminated in accordance with the Memorandum of Understanding on Absenteeism and the termination is not reversed by the National Attendance Council or the Impartial Chairman.

(f)--If he is laid off during the term of this agreement for a continuous period equal to the seniority he had acquired at the time of such layoff period, or for five (5) years, whichever is longer; provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his seniority because of his continuing physical inability to perform

the available work will not be considered as laid off for the purposes of this Subsection unless and until an employee in the same seniority department or division with the same or greater seniority is on layoff as defined in Section (58).

(g)--He receives permanent total disability benefits under a group insurance policy held by the Company. If he ceases to receive such benefits and is re-employed, his seniority, including that which he otherwise would have acquired during the period of his disability, shall be restored.

(h)--He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and recovers and has his pension discontinued, his seniority including that which he otherwise would have acquired during the period of his disability, shall be restored, provided, however, if the period of his disability retirement was for a period longer than the seniority he had on the date his pension for permanent total disability began, he shall, upon the discontinuance of his permanent total disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.

(i)--He elects to opt out of Transitional Assistance Benefits and receive a lump-sum cash payment as outlined in the Supplemental Unemployment Benefit Plan.

## **(50) Seniority of Chief Stewards**

Subject to the provisions of Section (15) and notwithstanding their position on the seniority list, Chief

Stewards shall, in the event of a layoff, or temporary adjustment, be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do and any of their respective constituents have been recalled to work. During temporary adjustments, Chief Stewards shall investigate and present only grievances that arise during such adjustment.

### **(51) Seniority of Committeepersons and Officers**

Notwithstanding their position on the seniority list, the Plant Shop Committee and the President, Vice President, Financial Secretary, Recording Secretary, Treasurer, Health and Safety Representative, Benefit Plans Representative and Employee Assistance Program Representative shall in the event of a layoff as defined in Section (58) and rehire be continued at work at all times when one or more departments or fractions thereof are at work, provided that they are able and do the work being done at the time. It is understood that Benefit Plans Representatives, Employee Assistance Program Representatives, and Health and Safety Representatives (except as provided in the Health and Safety Memorandum) shall not participate in the grievance procedure.

### **(52) Seniority of Employees Promoted to Salary**

(a)--If an hourly employee is promoted to a non-supervisory salaried position and is thereafter transferred to a position as an hourly employee, he shall accumulate seniority while working in the salaried position and when so transferred, shall commence

work as an hourly employee with the seniority ranking he had at the time of his promotion plus the seniority accumulated while he was working in the salaried position.

(b)--If an hourly employee is promoted to assistant foreman, foreman or to any other supervisory position and is thereafter transferred to a position as an hourly employee, he shall commence work as an hourly employee with the amount of seniority he had at the time of his promotion plus the amount of seniority, if any, accumulated while he was working in the supervisory position prior to March 1, 1977.

(c)--Within ninety (90) days following written notice of ratification of this Agreement, the Chairman of the Plant Shop committee will be provided a current list of employees presently on supervision who were promoted to such position from an hourly position after March 1, 1977. Thereafter, every ninety (90) days, the Chairman of the Plant Shop Committee will be provided a list of names, department numbers and seniority dates of employees who had been promoted from an hourly position to a supervisory position or who transferred from a supervisory position to an hourly position during the preceding ninety (90) days.

### **(53) Reinstatement After Disability**

(a)--When an employee's absence from work is due solely to disability resulting from sickness or injury and due proof of the disability is given to the plant, he will be returned to work in accordance with his seniority and these rules as nearly as may be as if he had not suffered disability, provided he passes the required medical examination. If the disposition

made as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the plant with his Chief Steward or Committeeperson, and Management will arrange for him to do so. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure. The Local Union may then take the grievance up with the Plant Manager, or his designated representative. In proper cases, the parties may select an independent physician from the jointly selected panel of physicians as maintained by the Joint Insurance Committee for Disability to resolve the conflicting medical findings of the employee's personal physician and the plant physician with respect to determining the employee's ability to perform the duties of the available work to which he would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Union will be made within seven (7) working days from the date the matter was referred to the Plant Manager or his designated representative. Costs will be paid by the Plant. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on him by the plant physician, there shall be no retroactive pay. If the report or decision, places work restrictions or limitations on the employee which are less than those previously placed on him by the plant physician, retroactive pay, if any, shall be limited to the period beginning with the day of the final examination by the independent physician and shall be calculated as provided in Section (33).

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

(b)--If an employee claims he is unable to perform the duties of the available work to which he would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the plant physician or physicians acting for the Company does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and the Plant Management within seven (7) workings days from the date the dispute arose. The employee shall submit to a physical examination by the independent physician who shall submit a written report of his findings and conclusions. Costs of such examination shall be paid by the Plant. The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

#### **(54) Change of Address**

Employees shall notify the management of any change of address and a copy of the notification will be given the employee.

Within thirty (30) days after the ratification of this Agreement and every six months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

### **(55) Shift Preference**

Provisions pertaining to shift preference shall be negotiated locally in the plants. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations at all times.

### **(56) Overtime Equalization Agreements**

The Local Unions and local plant managements may negotiate local agreements for the purpose of equalizing team-based overtime hours or overtime opportunities in the same department and classification and on the same shift.

### **(57) Local Agreements**

(a)--The seniority provisions of this Agreement shall not interfere with any mutually satisfactory local supplementary seniority agreements in effect on October 22, 2015. Any changes in such local supplementary seniority agreements and any new local supplementary seniority agreements that may be negotiated after October 22, 2015, must conform with this Agreement and shall be subject to the approval of the Chrysler Department of the International Union and the Corporate Employee Relations Department of the Company.

(b)--The Plant Management and the Local Union, on the written request of either of them within thirty (30) days after ratification of this Agreement, will negotiate for a period not exceeding sixty (60) days after such request, unless said period is extended by mutual consent, covering a supplementary seniority agreement, and the parties will earnestly endeavor



to reach agreement. If they are unable to agree, the terms of any supplementary seniority agreement that was in effect on **October 22, 2015**, shall be renewed.

(c)--If at any time subsequent to the sixty (60) day period described in Paragraph (b) the parties to a supplementary seniority agreement mutually agree to negotiate a new supplementary seniority agreement, the provisions of Paragraph (b) shall not apply and the terms of the supplementary seniority agreement then in effect shall continue in force unless and until a new supplementary seniority agreement is signed and approved as provided in Paragraph (a).

(d)--Local supplementary seniority agreements shall continue in force concurrent with the term of this Agreement and any extension thereof, unless sixty (60) days prior to **October 22, 2015**, either party notifies the other in writing of its desire to modify or terminate the local supplementary seniority agreement in which event it shall terminate with the National Agreement.

## **LAYOFF AND RECALL**

### **(58) Layoff Definitions**

The term "layoff" when used in this Agreement means a reduction in the working force and includes the following definitions:

#### **(a)--Temporary Layoff**

A temporary layoff means a reduction in the working force for a definite period of time for any reason not set forth in Subsections (c) and (d) below.

(b)--Indefinite Layoff

An indefinite layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsections (c) and (d) below.

(c)--Temporary Adjustment

A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.

(d)--Model Change or Inventory Layoff.

A model change or inventory layoff means a reduction in the working force for either or both of these reasons, the duration of which may or may not be known.

**(59) Notice of Layoff**

The plant will give to employees and to the Chief Steward in the district twenty-four (24) hours notice of layoff as hereinbefore defined except:

(a)--in the case of a temporary adjustment when the circumstances causing the reduction in force make it impracticable for Management to give such notice;

(b)--when employees are displaced pursuant to Section (61), by employees returning to work from leaves of absence; or

(c)--when employees are displaced by temporary skilled trades employees returning to production.

## **(60) Layoff Procedure - Temporary Layoffs**

When there is a temporary layoff, employees on each shift in each classification and in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

(a)--Probationary employees will be laid off.

(b)--Employees with seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work, will be permitted to do so in the same seniority order up to the number of employees required. Employees laid off under this Subsection (b) shall not be eligible for placement in other plants of the Company pursuant to Section (64), Work Opportunity for Laid Off Employees.

(c)--If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (b) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee

who elects to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.

(d) (i)--If it becomes necessary to recall employees laid off under Subsection (b) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee on each shift in each classification in each department or group of departments being recalled first.

(d) (ii)--If, after employees are temporarily laid off under Subsection (b), it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the work force in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with Section (61), Layoff Procedure--Indefinite Layoffs.

(e)--If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union the Management will consider employees on all shifts in a department as being on one shift for purposes of this Section (60). In a temporary layoff of such expected duration, at the request of the Local Union, the Management will waive the Temporary Layoff provisions set forth in this Section (60) and Management will reduce the working force according to the Indefinite Layoff provisions as set forth in Section (61). Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

**(61) Layoff Procedure - Indefinite Layoffs**

When there is an indefinite layoff, employees shall be laid off or displace other employees in the following manner subject to the employee's ability to perform the available work:

(a)--Probationary employees will be laid off on a plant-wide basis.

(b)--Employees with seniority will be laid off in each department or, where applicable, division according to seniority.

(c)--Employees laid off in a department shall, within two (2) weeks, displace employees with lesser seniority in other departments of a division.

(d)--Employees laid off from a division or from a department if it is not part of a division, who desire to displace employees in the plant with less seniority, shall within one (1) week of such layoff apply in writing to do so at their plant Employment Office. Within thirty (30) days of such layoff, such applicants shall be recalled to displace employees in the plant with less seniority. Employees making application under this Subsection shall be given a copy of their application at the time they make such application.

(e)--Employees recalled from an indefinite layoff shall be recalled according to their departmental seniority. Within two (2) weeks after such a recall employees remaining on layoff from a department in a division shall be recalled to displace employees who have less seniority working in other departments in the same division.

**(62) Layoff Procedure - Temporary  
Adjustments**

Temporary adjustments of the working force may be made without regard to seniority for a period of five (5) working days. If the period of the reduction exceeds five (5) working days and the Local Union requests Management to adjust the working force in accordance with the provisions of Section (61)--Indefinite Layoff, it will do so within five (5) working days following receipt of the request.

**(63) Layoff Procedure - Model Change or  
Inventory**

Reductions of the working force due to model change or inventory will be made in accordance with local agreements. In the absence of a local agreement on the subject, the following procedure shall apply.

(a)--Employees on jobs which do not have to be performed during the shutdown period will be laid off as their jobs are completed prior to the model change or inventory and recalled as their jobs start up after the model change or inventory.

(b)--On each shift, in each department, in each classification, employees in excess of the number required on jobs to be performed during the shutdown period will be laid off in the inverse order of their seniority provided, however, that senior employees may elect to remain at work and will be permitted to do so up to the number required if able to perform the available work.

If the duration of a model change or inventory layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union the Management will consider employees on all shifts in a department as being on one shift for purposes of this Section (63). In a model change or inventory layoff of such expected duration, at the request of the Local Union, the Management will waive the Temporary Layoff provisions set forth in this Section (63) and Management will reduce the working force according to the Indefinite Layoff provisions as set forth in Section (61). Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

#### **(64) Work Opportunity for Laid-Off Employees**

The plant agrees that in employing new people in any department it will give work opportunity to qualified laid off employees in the following order:

(a)--To employees of other departments of the plant.

(b)--To employees of other plants of the Company covered by this Agreement or the Parts Agreement, in the same labor market area, established under the Supplemental Unemployment Benefit Plan, Exhibit "D". Such employees placed under this Subsection (b), prior to the date of this Agreement, shall continue to rank for seniority as of the date of entry in the current plant. Such employees placed under this Subsection (b), on or after the date of this Agreement, shall rank for seniority based on the seniority date held at the former plant. Employees who, on or after the date of this Agreement, start work on the same day shall rank

on the seniority list based on the seniority date held at the former plant. Where two or more such employees have the same seniority date from the former plant, their rank shall be determined by the receiving plant practice.

(c)--To employees of other plants of the Company covered by this Agreement or the Parts Agreement, outside of the labor market area, established under the Supplemental Unemployment Benefit Plan, Exhibit "D". Such employees placed under this Subsection (c), prior to the date of this Agreement, shall continue to rank for seniority as of the date of entry in the current plant. Such employees placed under Subsection (c), on or after the date of this Agreement, shall rank for seniority based on the seniority date held at the former plant. Employees who, on or after the date of this Agreement, start work on the same day shall rank on the seniority list based on the seniority date held at the former plant. Where two or more such employees have the same seniority date from the former plant, their rank shall be determined by the receiving plant practice.

(d)--For the purpose of defining the seniority date held at the former plant as stated in (b) and (c) above, employees governed by Letter 150 - Kenosha Engine/Milwaukee Parts Depot/Toledo Assembly Chrysler Agreement will be assigned a seniority date as outlined in the aforementioned letter.



The separation of an employee from the new plant for a reason other than specified in this Paragraph shall result in the termination of an employee's seniority in all Company plants; provided, however, that the separation of an employee accepting work under this Subsection (b) for inability to perform the assigned work shall terminate his seniority at the plant from which he is separated but shall not affect his seniority at any other plant. An employee accepting work under this Subsection (b) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

#### **(65) Offer to Work Under S.U.B.P.**

(a)--Any provision of this agreement to the contrary notwithstanding the Company shall have the right to offer a laid off employee available work in any plant of the Company in the same labor market area as established under the Supplemental Unemployment Benefit Plan, Exhibit "D". For the purposes of this Section only, available work includes open jobs and work being performed by probationary employees who may be displaced. A seniority employee who accepts available work at another plant shall rank for seniority in accordance with Section (64).

## **TRANSFER AND PROMOTION**

### **(66) Transfer of Employees Within the Plant**

(a)--Employees who are transferred from one department to another department within the plant, shall carry their full seniority to the new department, except when transferred to a skilled trade.

(b)--When operations are transferred from one department to another department, within the plant, the employees who are engaged on such operations may, if they so desire, be transferred with their operations with their full seniority.

(c)--1. Employees with seniority who wish to transfer to another department of the plant may designate up to six (6) departments on a single application. Employees will be furnished a copy of their application.

2. Such applications (i) shall be valid for a period of one (1) year, (ii) may be renewed by the employee within ten (10) days of the end of each one (1) year period and (iii) may be revoked by the employee at any time provided, however, once the employee is notified he is to transfer, the application may not be revoked.

3. When hiring or transferring to fill open jobs in a department, the Human Resources Department will review and consider the applications of employees requesting transfer to that department that have been on file at least five (5) calendar days. Where reasonably practicable, employees will be given preference over new hires and will be transferred in

order of their seniority. A job opening created by such transfer will not be filled by the transfer of another employee under Subsection (c). However, under certain circumstances, the local parties agree to review and consider the application of seniority employees consistent with the needs of the business.

4. An employee transferred pursuant hereto may not make another application for six (6) months from the date of the employee's last transfer under this section unless the employee so transferred is displaced as a direct result of a reduction in the work force.

(d)--1. Employees with seniority who wish to transfer to a different classification of equal or lesser pay within the department may make a single application in writing in the department.

2. Such applications (i) shall be valid for a period of one (1) year, (ii) may be renewed by the employee within ten (10) days of the end of each one (1) year period and (iii) may be revoked by the employee at any time provided, however, once the employee is notified he is to transfer, the application may not be revoked.

3. When reasonably practicable, an employee who has had an application on file for at least five (5) calendar days pursuant to this Subsection (d) will be considered for transfer to a permanent opening within the department provided (i) he has the ability to perform the available work, (ii) he has greater seniority than other employees who have made such application and greater seniority than the employee for whom the opening would be a promotion pursuant to

Section (71) and (iii) that the reduction of employees in a classification at any given time does not adversely affect orderly and efficient operations. A job opening created by such transfer or as a result of such transfer will not be filled by the transfer of another employee under this Subsection (d).

4. An employee transferred pursuant hereto may not make another application pursuant to this Subsection (d) for six (6) months from the date of such transfer.

5. The provisions of this Subsection (d) shall not require a change in any prior mutually satisfactory written local agreement relating to the filling of job openings, however, any changes in such local agreement and any new local agreement that hereafter may be negotiated on this matter must conform with this Subsection (d).

## **(67) Transfer of Employees Between Plants**

(a)--An employee who is transferred by the Company from one plant to another plant of the Company shall rank for seniority as of his date of entry in the other plant, except as provided in Section (68) referring to the transfer of operations or departments from one plant to another plant of the Company. If the necessity to transfer arises from the need for the special skills or abilities of employees, the Company shall, prior to transferring employees, canvass the qualified employees in the department from which the transfer will be made and shall give preference to the senior qualified employee, if any, who volunteers for such assignment. An employee transferring pursuant hereto shall retain his seniority in the plant from which

he was transferred and shall be returned to his former plant when his services are no longer required at the new plant, at which time his seniority at the new plant shall be terminated.

(b)--If, for other reasons, an employee is transferred at his own request from one plant to another plant of the Company, where circumstances permit the transfer shall be completed within thirty (30) days. He shall retain his seniority in the plant from which he was transferred for a period of twelve (12) months from the date he last worked in the plant and shall rank for seniority as of his date of entry in the other plant.

(c)--An employee transferring under this Section (67) shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

## **(68) Transfer of Operations Between Plants**

(a)--When operations or departments are transferred from one plant to another existing plant of the Company, employees on indefinite layoff as the result of the transfer, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the other plant with their full seniority provided they are able to do the work. Employees indefinitely laid off within thirty (30) days of the completion of such a transfer or as a result of the transfer shall also be given the opportunity to transfer subject to the conditions contained herein.

When operations or departments are transferred from one plant to a new plant, employees engaged on such operations or employed in such departments, up to the number needed in the receiving plant to perform the transferred operations, may, if they so desire, be transferred to the new plant and if the new plant is represented by the Union, with their full seniority.

(b)--At the request of the International Union, the Company will negotiate the advisability of transferring employees in related service departments who are affected by the transfer up to the number needed in the receiving plant. Employees who elect to transfer and are transferred shall carry their full seniority to the new plant.

(c)--If operations are concurrently transferred between two or more plants, the number of employees to be transferred from one plant shall be offset against the number to be transferred to that plant and only the difference, if any, shall be transferred as provided in (a) and (b) above.

## **(69) Discontinuance of Operations**

When operations or departments are discontinued, employees affected will be given other work in the plant which they can do and without change of ranking for seniority.

Work will be made available in the following order:

(a)--Open jobs.

(b)--Jobs of probationary employees.

(c)--Jobs of lesser seniority employees.

### **(70) Job Security and Outside Contracting**

Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work or fabrication of tools, dies, jigs and fixtures, or construction work normally and historically performed by them when performance of such work involves the use of Company-owned machines, tools or equipment maintained by employees.

The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

In all cases, except where time and circumstances prevent it, the plant management will hold advance discussion with local Union representatives prior to letting such a contract. In this discussion local management is expected to review its plans or prospects for letting a particular contract. The Local Union should be advised of the nature, scope, costs and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. At such times Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

Notwithstanding the foregoing, the notice provisions of Section (11)(f) of the Supplemental Agreement, Special Provisions Pertaining to Skilled Trades employees, shall apply when plant maintenance and construction work is let to outside contractors.

### **(71) Promotions**

Promotions to higher paid jobs shall be based on seniority and ability to do the work.

## **VETERANS**

### **(72) Reinstatement of Seniority Employees**

Any employee who enters into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:

(a)--Has not been dishonorably discharged;

(b)--Can perform the essential functions of the work with or without accommodation unless that



accommodation would pose an undue hardship in the operation of the business of such employer.

(c)--Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

If an employee while in the armed forces would, if working, have been laid off for a period equal to the total seniority which he would have accumulated up to the time of layoff, he shall have no re-employment rights.

### **(73) Reinstatement of Probationary Employees**

(a)--A probationary employee who enters the armed forces and meets the foregoing requirements, must complete his probationary period, and upon completing it will have seniority equal to the time he spent in the armed forces, plus ninety (90) days.

(b)--Upon applying for reinstatement, the probationary employee will have the right to displace any other employee in his seniority unit whose seniority is less than the time the probationary employee spent in the armed forces plus the portion of his probationary period he served before entering the armed forces.

(c)--For the purpose of determining eligibility for payment in lieu of vacation and holiday pay, or if a layoff should occur prior to the completion of the probationary period, that portion of the probationary period already served plus the time spent in service will be credited for these purposes only.

(d)--If a probationary employee while in the armed forces would, if working, have been laid off for a period equal to his service in the armed forces up to the time of layoff plus the portion of his probationary period he had already served before entering the armed forces, he shall have no re-employment rights.

#### **(74) Veterans' Law**

The terms and conditions of agreements between the Company and the Union relating to veterans will be governed by applicable laws and regulations, and will continue to be applied in a non-discriminatory manner.

#### **(75) Educational Leave of Absence for Veterans**

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this agreement.

### **SUPPLEMENTS**

#### **(76) Special Provisions Pertaining to Skilled Trades Employees**

The provisions of this Agreement apply to employees in the skilled trades, except as specifically modified by the Special Provisions Pertaining to Skilled Trades Employees which is annexed hereto as a Supplement to this Agreement.

## **(77) Provisions Pertaining to Apprentices**

The provisions of this Agreement apply to apprentices in the skilled trades, except as specifically modified by the Supplemental Agreement - Apprenticeship and Apprentice Standards, which is annexed hereto.

## **LEAVE OF ABSENCE**

### **(78) Leave for Good Cause**

(a)--Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy, jury duty, National Guard or military reserve training and elective or appointive public office, and such leaves may be extended for like cause.

(b)--A leave of absence may be granted for a period not to exceed one hundred eighty (180) days if required for the purpose of traveling to a foreign country.

(c)--A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee with one (1) or more years of seniority in order to attend a recognized college, university or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this Subsection (c) and the schooling will be regarded as being related to the employee's employment opportunities with the

Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one (1) year each.

(d)--A leave of absence without loss of seniority for the period of his training will be granted an employee who accepts an invitation by the Peace Corps to enter training for service with the Peace Corps. Upon completion of the training period, the leave of absence will be extended without interruption and without loss of seniority for a period for not less than one (1) nor more than three (3) years for service with the Peace Corps upon proper written notification to the Company by the employee. Before receiving the leave for training, or an extension for Peace Corps service, the employee shall submit to the Employment Office at his plant satisfactory written evidence that the Peace Corps has invited him to enter training or service.

(e)--A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with a credit union chartered by a state provincial or the federal government to service primarily FCA US LLC employees. Such a leave may be extended for additional periods not to exceed one (1) year each.

(f)--It is understood that leaves of absence granted under this Section (78) shall be granted only where the requirements of the plant permit and replacement employees are available.

### **(79) Vacation Time Off**

(a)--The Company recognizes the desirability of providing time off for vacation purposes and will implement Section (45)(b) providing for the employment of vacation replacements for 120 days in an attempt to provide additional vacation time off during the summer months. It also recognizes that the preferences of individual employees and variances in operating conditions, such as model change, the need for particular skills, etc., will affect the scheduling of vacations.

(b)--Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle him on May 1 of the current year, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

(c)--The Company will provide a formal procedure whereby employees prior to March 1 of each year may request the period during the succeeding vacation payment year commencing May 1 in which they would prefer to take vacation time off. Each employee will be furnished a copy of his vacation request at the time it is made. For vacation time off requested for the months of May or June, the employee will be advised not less than sixty (60) days before the day on which he wishes to start his vacation whether or

not his request can be granted, and if the employee presents his vacation request to management the approval or disapproval will be made thereon. For vacation time off requests made on or after May 1, the employee will be advised not less than thirty (30) days after submitting his request whether or not his request can be granted. In the scheduling of vacation time off, employees will be given preference in order of their seniority either in their department or in their department by shift as determined by local negotiation. The leave will not exceed the number of hours represented by the employee's vacation payment rounded out to periods of full weeks. An employee may use the hours credited as Payment in Lieu of Vacation balance in pre-approved units of no less than the employee's regularly scheduled work day. Vacation time reserved for plant shutdowns in accordance with Letter (69) Plant Vacation Shutdown U.S. Plants will continue to remain allocated to those periods. Vacation time off once approved will not be changed without the consent of the employee.

(d)--It is understood that when scheduling of vacation time off and Paid Absence Allowance (PAA) absences during the week beginning May 1 in those years in which this week falls between vacation eligibility years, as defined in Section (104) of the Agreement, employees will be permitted to request vacation time off, or use hours credited to Paid Absence Allowance, for the week beginning May 1. Employees who use vacation or PAA this week shall have their remaining vacation or PAA entitlement for the year otherwise beginning May 8 reduced accordingly.

(e)--It is understood that if an employee makes a request for a leave of absence for additional time off without pay up to the number of hours of the basic payment in lieu of vacation schedule as provided in Section (104)(a), consideration for such request shall be made on an individual basis, considering the wishes of the employee and the efficient operation of the department, provided the request does not adversely impact the vacation schedules of other employees.

(f)--Employees returning to work from vacation shall not be subject to a medical examination.

### **(80) Leave for Union Business**

(a)--An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the International Union, or (iii) appointed, selected, or elected by the Union to the Staff of the National AFL - CIO (including the Industrial Union Department but excluding the individual International Unions except the UAW), or to the Staff of a State, County, City or Regional AFL - CIO Council, shall at the written request of the Union receive a temporary leave of absence.

(b)--An employee appointed to a position identified as one of a labor member of a government agency shall at the written request of the Union receive a leave of absence.

(c)--A leave of absence may be granted an employee for other Union activities upon the written request of the International Union to the Director of Union Relations of the Company.

(d)--Upon return from any such leave of absence, the employee shall be re-employed at work generally similar to that which he did last prior to the leave of absence and with seniority accumulated throughout his leave of absence.

### **(81) Bereavement Pay**

(a)--When death occurs in an employee's immediate family, i.e., spouse, parent, stepparent, grandparent or great grandparent, parent, stepparent, grandparent or great grandparent of current spouse, child or stepchild, grandchild, brother, sister, stepbrother, step-sister, half-brother or half-sister, a seniority employee, on request, will be excused, and after making written application therefore, receive payment for up to three (3) normally scheduled eight (8) hour days of work or up to five (5) normally scheduled eight (8) hour days of work in the case of the death of an employee's current spouse, parent, child, or stepchild,(excluding Saturdays, Sundays and holidays, or, in the case of seven-day operations, excluding regular off days and holidays, or as negotiated for an Alternative Work Schedule (AWS)) during the period commencing with the date of death and ending with the tenth normally scheduled work day after the date of the death, provided the employee submits acceptable evidence of death and established relationship.

(b)--The employee shall receive Bereavement Pay for three (3) full working days, or five (5) full working days in the case of the death of an employee's current spouse, parent, child, or stepchild, on which the employee is absent during the period established in Subsection (a).



(c)--An employee who returns to work on or after the date of the funeral or memorial service will not be eligible for Bereavement Pay for any subsequent absence in connection with that bereavement. In the event a member of an employee's immediate family dies and the funeral or memorial service is delayed, the employee may have the National Parties review reallocating the total excused bereavement absence from work delayed until the employee's normally scheduled working days that include the date of the funeral or memorial service.

(d)--Payment shall be made at the employee's straight-time hourly rate on the last day worked exclusive of overtime premiums but including applicable shift and seven-day operations premium.

(e)--In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

(f)--In determining whether an employee on layoff or leave of absence may qualify for bereavement pay on the occasion of the death of a member of the employee's immediate family, the count for the three (3) day bereavement period shall begin with the day immediately following the date of death.

(g)--In conjunction with an approved absence due to bereavement, a seniority employee who requests additional time off for the disposition of financial, administrative or legal matters associated with the death of an immediate family member as

defined above, should be given consideration for additional time off (up to three (3) days) as unpaid personal time or utilization of unused available Paid Absence Allowance. It is further understood that the request must be in advance and the time off should not negatively impact operations.

(h)--An employee who is notified of the death of an immediate family member and meets the eligibility criteria for bereavement pay during a week(s) in which the employee was previously scheduled and approved for vacation leave, may request equivalent hours of Paid Absence Allowance for each (eight (8) hours) up to three (3) (or five (5) in the case of the death of an employee's current spouse, parent, child or stepchild) total (or as negotiated for AWS) in lieu of bereavement pay for which the employee otherwise would be eligible except for the employee's non-work status during such vacation week(s). Such requested hours will be in addition to those Paid Absence Allowance hours which the employee is otherwise eligible and are to be scheduled under the terms of Section (104) (e).

(i)--Notwithstanding the bereavement pay eligibility requirements of this section, this will confirm our understanding that representatives of the UAW National Chrysler Department and representatives of Union Relations Staff of the Employee Relations Office, may discuss unique circumstances associated with the death of an immediate family member to determine on a case-by-case basis the possibility of providing bereavement pay to otherwise ineligible employees.

## **(82) Jury Duty**

Any employee with seniority who is called to and reports to jury duty (including Coroner's Juries) shall be paid an amount equal to the employee's straight-time hourly rate, including applicable shift premium but exclusive of overtime, and any other premiums, on the last day worked multiplied by an amount equal to their regularly scheduled hours for work days spent on jury duty less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which he serves.

In order to receive payment under this Section, an employee must give the Company prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. Any employee who is called to and reports for an interview or an examination to qualify him for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

This Section (82) is not applicable to an employee who, without being summoned, volunteers for jury duty.

## **(83) Short-Term Military Duty**

(a)--An employee with seniority who is called to and attends an annual training encampment or is called to and performs active duty because of a local or national emergency as a member of the United States Armed Forces Reserve or National Guard shall be paid an amount equal to the employee's

straight-time hourly rate including applicable shift premium but exclusive of overtime, and any other premiums, on the last day worked multiplied by the number of hours that the employee otherwise would have been scheduled to work, less his daily military earnings (including all allowances except rations, subsistence and travel).

(b)--Payment shall be made for normally scheduled work days that the employee performs short-term military duty and otherwise would have been scheduled to work, or, but for his short-term military duty, would have been eligible for holiday pay.

(c)--Except for short-term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, the Company's obligation to pay an employee for performance of military duty under this Section shall be limited to a maximum of thirty (30) scheduled working days in any calendar year. In order to receive payment under this Section the following conditions shall be met:

(i) the period of short-term military or National Guard duty shall not exceed thirty (30) calendar days;

(ii) the employee shall be called to military or National Guard duty and shall furnish the Company with a copy of his military orders in advance of his military duty; and

(iii) upon his return to work the employee shall furnish the Company with a statement of his military pay while on such duty.

## **WORKING HOURS**

### **(84) Call-in and Call-back Pay**

An employee reporting for work on his foreman's or management's instructions but for whom no work at his regular job is available will be offered at least four (4) hours employment, or fifty percent (50%) of the normally scheduled shift for employees assigned to an Alternative Work Schedule, at some other work at his regular hourly rate. This provision shall not apply when the lack of work is due to a labor dispute, fire, flood or other cause beyond the control of the management.

### **(85) Shift Premium and Hours**

(a)--Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) percent and ten (10) percent, respectively, additional compensation.

(b)--The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

### **(86) Time and One-Half**

Time and one-half will be paid as follows, except as provided in Section (88):

Time and one-half will be paid after forty (40) compensated hours in the work week. Credit towards

the forty (40) compensated hours will be provided for verified hours on an approved Union Leave of Absence. Premium payments in accordance with Section (86) will be paid for time worked on Saturday provided the employee has otherwise worked at least forty (40) compensated hours during the work week in which the Saturday occurs.

### **(87) Double Time**

Double time will be paid as follows, except as provided in Section (88):

(a)--For time worked on the calendar Sunday.

(b)--For time worked on the calendar holidays designated in Section (95).

### **(88) Seven-Day Operations**

Employees working on what are normally classified as seven-day operations will not be paid over-time or premium pay in accordance with Sections (86) and (87) above, but will be paid as follows:

(a)--Time and one-half for hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift or in excess of forty (40) hours per week.

(b)--Time and one-half for time worked on the sixth (6th) day of the employee's scheduled work-week.

(c)--Double time for time worked on the seventh (7th) consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.

(d)--For the purposes of Subsections (b) and (c), a holiday specified in Section (95) for which an employee receives holiday pay or on which he performs work will be considered as a day worked. Notwithstanding the provisions of Section (90), a holiday counted in determining an employee's eligibility for payment pursuant to Subsection (b) may also be counted in determining the same employee's eligibility for payment pursuant to Subsection (c).

(e)--Double time for time worked on any days on which any of the designated holidays are observed, in addition to his holiday pay under Section (101).

(f)--Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement.

### **(89) Seven-Day Operations Premium**

Employees who work on operations covered by Section (88) shall receive thirty-five cents (35¢) per hour above their base rate for time worked. This premium shall be included in computing payment in lieu of vacation with pay, paid absence allowance, holiday pay, Bereavement Pay, Jury Duty Pay, Short-Term Military Duty Pay, and any overtime or premium pay.

### **(90) Overtime Pyramiding Prohibited**

The allowance of overtime or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

### **(91) Lunch Period**

(a)--When on full-time three-shift per day operations the time from the beginning of the shift to the end of it does not exceed eight hours, the employees shall work 7-3/4 hours on each shift and shall have a lunch period of one-quarter hour and shall receive eight hours pay. In the case of employees paid on an incentive basis, pay for the lunch period of one-quarter hour shall be at the guaranteed rate.

(b)--It is understood that this arrangement does not apply to shifts on which the employees work eight hours and have in addition a period for lunch, or to shifts on which by reason of reduction of hours for reasons other than the lunch period, there is time for a lunch period.

### **(92) Gate Access Cards**

An hourly rated employee will use his or her gate access card each time the employee enters or exits the plant.

### **(93) Workweek Defined**

The regularly scheduled workweek starts at 12:01 a.m., Monday, and ends 168 hours thereafter, except



for those employees on third shift operations starting Sunday night in which case their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends 168 hours thereafter.

### **(94) Reporting Absences**

A system has been established which will permit an employee to verbally verify the fact that he/she has notified the Company by telephone of their inability to report for work in advance of their scheduled shift starting time. Failure to call-in could subject employees to progressive discipline.

## **HOLIDAY PAY**

### **(95) Holidays Designated**

(a)--The holidays are designated as:

November 11, 2015	Veterans Day
November 26, 2015	Thanksgiving Day
November 27, 2015	Day After Thanksgiving
December 24, 2015	Christmas
December 25, 2015	
December 28, 2015	Holiday
December 29, 2015	
December 30, 2015	
December 31, 2015	
January 1, 2016	Period (observed)
January 18, 2016	Martin Luther King, Jr. Day
March 25, 2016	Good Friday
March 28, 2016	Day After Easter
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day

November 8, 2016	Federal Election Day
November 11, 2016	Veterans Day
November 24, 2016	Thanksgiving Day
November 25, 2016	Day After Thanksgiving
December 26, 2016	Christmas
December 27, 2016	
December 28, 2016	
December 29, 2016	Holiday
December 30, 2016	
January 2, 2017	Period
January 16, 2017	Martin Luther King, Jr. Day
April 14, 2017	Good Friday
April 17, 2017	Day After Easter
May 29, 2017	Memorial Day
July 4, 2017	Independence Day
September 4, 2017	Labor Day
November 10, 2017	Veterans Day (observed)
November 23, 2017	Thanksgiving Day
November 24, 2017	Day After Thanksgiving
December 25, 2017	Christmas
December 26, 2017	
December 27, 2017	Holiday
December 28, 2017	
December 29, 2017	
January 1, 2018	Period
January 15, 2018	Martin Luther King, Jr. Day
March 30, 2018	Good Friday
April 2, 2018	Day After Easter
May 28, 2018	Memorial Day
July 4, 2018	Independence Day
September 3, 2018	Labor Day
November 6, 2018	Federal Election Day
November 12, 2018	Veterans Day (observed)
November 22, 2018	Thanksgiving Day
November 23, 2018	Day After Thanksgiving

December 24, 2018	Christmas
December 25, 2018	
December 26, 2018	
December 27, 2018	Holiday
December 28, 2018	
December 31, 2018	
January 1, 2019	Period
January 21, 2019	Martin Luther King, Jr. Day
April 19, 2019	Good Friday
April 22, 2019	Day After Easter
May 27, 2019	Memorial Day
July 4, 2019	Independence Day
September 2, 2019	Labor Day

(b)--In the event that a state or subdivision thereof either by law or declaration having the force of law requires a plant closing in observance of a holiday: (i) which is not a designated holiday in this Section, such state or local holiday shall be observed by the affected plant in lieu of whichever one of the holidays designated herein the parties to the Agreement shall select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected plant on the date the plant is required to close in lieu of the date specified herein.

## **(96) Eligibility**

Employees will be paid for eight (8) hours at their regular straight-time hourly rate inclusive of shift premium, but exclusive of overtime premium for the designated holidays provided they meet all of the following eligibility rules unless otherwise provided herein:

(a)--the employee has seniority as of the date of the holiday,

(b)--the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(c)--the employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday within the scheduled workweek. An employee excused by management from work on the last scheduled working day prior to or on the next scheduled working day after such holiday within the scheduled workweek shall be deemed to have met the requirements of this Paragraph (c); except that in the case of holidays which fall in the holiday period starting December 24 through the following January 1, the employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday period, regardless of the workweek in which the scheduled working days fall.

(d)--Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 26, 2015

Sunday, December 27, 2015

Saturday, December 24, 2016

Sunday, December 25, 2016

Saturday, December 31, 2016

Sunday, January 1, 2017

Saturday, December 23, 2017

Sunday, December 24, 2017

Saturday, December 30, 2017

Sunday, December 31, 2017

Saturday, December 22, 2018

Sunday, December 23, 2018

Saturday, December 29, 2018

Sunday, December 30, 2018

Employees shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to employees assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday.

#### **(97) Employees Laid Off or Going on Sick Leave**

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to or during the week in which the holiday falls, shall receive pay for such holiday.

#### **(98) Employees Returning From Layoff or Leave of Absence**

When an eligible employee is on layoff or an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday.

**(99) Holidays Falling on Saturday or Sunday**

(a)--When a holiday falls on Saturday or Sunday, eligible employees shall receive holiday pay provided they qualify under Subsection (c) of Section (96).

(b)--When any of the holidays designated in Section (95) falls on Sunday and the day following is observed as a holiday by the State or the appropriate Federal Government, such day shall be paid as the holiday. When the Sunday holiday is not observed on the day following, Sunday shall be considered the holiday.

**(100) Employees on Leave of Absence for Jury Duty or Vacation**

When any of the holidays designated in Section (95) falls within an approved leave of absence for jury duty, or an approved vacation leave of absence obtained pursuant to Section (79), and the employee's absence from work is attributable to such absence, he shall receive pay for such holiday.

**(101) Seven-Day Operations**

Employees working on operations which are normally classified as seven-day operations shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they meet the other eligibility requirements of this procedure for paid holiday time; additionally if such employees work on a holiday which falls on their scheduled day of work when such employees are scheduled to work on a holiday and do work, they shall receive holiday pay.

### **(102) Failure to Report for Holiday Work**

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive holiday pay.

### **(103) Effect of Unemployment Compensation**

It is the purpose of Sections (95) through (102) to enable eligible employees to enjoy the designated holidays with full straight-time pay. If, with respect to a week included in the Christmas holiday period, as provided in Section (95), an employee supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit or its equivalent under any present or future federal or state legislation or claims and receives waiting period credit, to which he would not have been entitled if his Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to reimburse the Company the lesser of the following amounts:

(a)--an amount equal to his Holiday Pay for the week in question, or,

(b)--an amount equal to either the unemployment compensation or its equivalent under any present or future federal or state legislation paid to him for such week or the unemployment compensation or its equivalent under any present or future federal or state legislation that would have been paid to him for such week if it had not been a waiting period.

The Company will deduct from earnings subsequently due and payable the amount that the employee is obligated to reimburse the Company here in before provided.

## **PAYMENT IN LIEU OF VACATION AND PAID ABSENCE ALLOWANCE**

### **(104) Payment Schedules**

(a)--On May 1 of each year the Company will establish basic payment in lieu of vacation with pay and payment in lieu of paid absence allowance with pay to eligible hourly employees who have worked for at least 26 pay periods in the vacation eligibility year (the year including the pay period in which April 30 occurs and the preceding 51 periods) as follows:

<b>Seniority on May of the Vacation Eligibility Year</b>	<b>Basic Payment In Lieu of Vacation With Pay</b>	<b>Basic Payment In Lieu of Paid Absence Allowance With Pay</b>
0 but less than 1 years	40 hours	24 hours
1 but less than 3 years	40 hours	40 hours
3 but less than 5 years	60 hours	40 hours
5 but less than 10 years	80 hours	40 hours
10 but less than 15 years	100 hours	40 hours
15 but less than 20 years	120 hours	40 hours
20 or more years	160 hours	40 hours



The number of hours of the basic payment in lieu of vacation with pay and payment in lieu of paid absence allowance with pay to which an eligible employee shall be entitled shall be based on the employee's seniority on May 1 of the vacation eligibility year and the number of pay periods during which he worked during the eligibility year.

(b)--An eligible employee shall be entitled to a percentage of the above basic payment in lieu of vacation with pay and of the above paid absence allowance with pay as follows:

<b>Pay Periods Worked in the Vacation Eligibility Year</b>	<b>Percentage of Payment</b>
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(c) A seniority employee with less than one (1) year seniority on May 1 of the vacation eligibility year who has worked at least 13 but less than 26 pay periods shall be entitled to payment in lieu of paid absence allowance with pay according to the following table:

**Paid Absence Allowance**

<b>Pay Periods Worked in the Vacation Eligibility Year</b>	<b>Basic Payment in Lieu of Paid Absence Allowance with Pay Hours of Allowance</b>
26	24 hours
19 but less than 26	16 hours
13 but less than 19	8 hours

(d)--(i) The above basic payments in lieu of vacation with pay shall be computed at the employee's straight-time hourly rate on his last day worked prior to May 1 of the vacation eligibility year exclusive of overtime premium, but including shift and seven-day operations premiums.

Shift premium shall be computed based upon the average shift the employee worked during the vacation eligibility year and not on the last day worked prior to May 1.

Basic payment in lieu of vacation with pay and paid absence allowance with pay entitlement shall be made available to eligible employees in May of each year. An employee may elect to be paid all or part of his basic payment in lieu of vacation and/or paid absence allowance with pay during the periods detailed below:

<b>Vacation and Paid Absence Allowance Eligibility</b>	<b>Payment in Lieu of Vacation and Paid Absence Allowance</b>
<b>Year</b>	<b>Payment Year</b>
May 2, 2016 -	May 13, 2016 -
April 30, 2017	May 5, 2017
May 1, 2017 -	May 12, 2017 -
May 6, 2018	May 11, 2018
May 7, 2018 -	May 18, 2018 -
May 5, 2019	May 10, 2019
May 6, 2019 -	May 17, 2019 -
May 3, 2020	September 14, 2019

An employee may also elect to be paid all or part of the basic payment in lieu of vacation with pay or paid absence allowance with pay at the time he takes the vacation or paid absence allowance time off.

Eligible employees must indicate elections to request vacation pay and paid absence allowance pay throughout the payment year by utilizing the Kiosk or Dashboard Anywhere, computed as set forth below:

(ii) Payments from an employee's Paid Absence Allowance because of absence or because of termination of his employment by death, retirement or otherwise, shall be computed at the employee's straight-time hourly rate on his last day worked exclusive of overtime premium, but including shift and seven-day operations premiums.

(iii) Payment of the unused portion of the Paid Absence Allowance shall be computed in the same manner and at the same time as the employee's basic payment in lieu of vacation with pay for the next vacation year.

(e)--(i) An employee may use the hours credited to his Paid Absence Allowance in units of no less than one-half (1/2) day periods for: excused absence because of illness when not receiving Sickness and Accident Insurance; or absence that his supervisor has excused because of personal business; or as payment for a vacation leave of absence as specified in Section (79). A request for Paid Absence Allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude the Management from considering such absence as the basis, in whole or in part, for disciplinary action.

(ii) Any portion of an employee's Paid Absence Allowance that the employee does not use in the form of paid absences during the vacation payment year (the pay period following the pay period in which April 30 occurs and the next 51 pay periods) will be paid to him (computed pursuant to Sub-section (d)), on the second Friday of the new vacation eligibility year. An employee permanently separated or promoted to a salaried classification shall receive any remaining unused Paid Absence Allowance within thirty (30) days after the Company receives notification of his separation or promotion.

(f)--An employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods he would otherwise have been scheduled to work during the period of compensable disability provided such employee works at least three (3) days in a pay period in the eligibility year.

(g)--An employee who receives pay for one or more of the designated holidays which fall in work weeks commencing December 28, 2015, December 26, 2016, December 25, 2017 or December 24, 2018 shall receive credit for a pay period worked for purpose of computation of entitlement under Section (104), Payment Schedules.

(h)--A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked for the purpose of computation of entitlement under Section (104), Payment Schedules.

(i)--An employee who qualifies for pay during a pay period pursuant to Section (82) Jury Duty or Section (83) Short-Term Military Duty shall receive credit for a pay period worked for purpose of computation of entitlement under Section (104) Payment Schedules.

### **(105) Eligibility**

(a)--An employee will be considered eligible for payments under Section (104) if he has worked for the Company for at least 13 pay periods in the vacation eligibility year and:

(1)--is on the active hourly payroll on May 1 of the vacation eligibility year. If he has been promoted to a salaried classification subsequent to May 1 of the vacation eligibility year but prior to the established date for distribution of basic payment in lieu of vacation checks, he may be granted a vacation under the appropriate salaried vacation plan rather than the hourly basic payment in lieu of vacation with pay; or

(2)--is not on the active hourly payroll on May 1 of the vacation eligibility year because of sickness or injury, layoff, or leave of absence (including military leave of absence); or

(3)--is not on the active hourly roll on May 1 of the vacation eligibility year, but the employee's seniority is subsequently reinstated by a grievance settlement.

(b)--A salaried employee transferred to an hourly job or laid off from a salaried position and reinstated to an hourly job, who is otherwise eligible, shall receive payments under Section (104) based on his Corporate service and the total number of pay periods worked in the vacation eligibility year, less any payment previously received for a salaried vacation earned in the current and/or preceding calendar year.

(c)--(i) Employees who prior to May 1 of the vacation eligibility year have died or have retired under the Pension Plan or were automatically retired at age seventy (70) without pension benefits, or their estates, or estates of deceased retired employees shall receive basic payments under Section (104) that the employees were otherwise eligible to receive, computed as set forth in Subsection (c)(ii) below; provided, however, that an employee who retires or is retired under the provisions of the Pension Plan and who, but for his retirement, would have at least one year's seniority as of May 1 of the vacation eligibility year but who has not worked in at least thirteen (13) pay periods in the vacation eligibility year shall receive for each of the pay periods he worked during such year one twenty-sixth (1/26) of the maximum basic payments to which his seniority as of May 1 of the vacation eligibility year would otherwise have

entitled him under Section (104), computed as set forth below.

(c)--(ii) The basic payments set forth in Sub-section (c)(1) above shall be computed at the employee's straight-time hourly rate exclusive of overtime premium but including shift and seven-day operations premium in effect on the last day worked.

(d)--An eligible employee who enters into or returns to work in a U.S. plant from military service pursuant to Section (72) and would have at least one (1) year of seniority on May 1 of the vacation eligibility year but who has not worked in at least thirteen (13) pay periods in the vacation eligibility year in which his military service begins or ends shall receive credit for each pay period he would have otherwise been at work in such year to which his seniority as of May 1 of the vacation eligibility year would otherwise have entitled him under Section (104).

## **UNION BULLETIN BOARDS**

### **(106) Placing of Bulletin Boards**

A bulletin board shall be placed in each district by the Company which may be used by the Union for posting notices of the following types:

(a)--Notices of recreational and social events.

(b)--Notices of elections.

(c)--Notices of results of elections.

(d)--Notices of meetings.

(e)--Notices of General Health and Safety matters that are educational or informational, provided such notices have prior approval for posting by the Union Member of the Local Joint Health and Safety Committee.

### **(107) Limit on Use of Bulletin Board**

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

### **(108) INSURANCE, S.U.B.P., RELOCATION ALLOWANCE, PROFIT SHARING PLAN, and COMPANY HEALTH CARE CONTRIBUTION, COMPANY DEFINED CONTRIBUTION**

The following Agreements are incorporated and made a part of this Agreement.

Exhibit B. The Life, Disability and Health Care Benefits Program.

Exhibit C. Agreement Regarding Supplemental Unemployment Benefit Plan.

Exhibit D. Supplemental Unemployment Benefit Plan.



Exhibit E. Relocation Allowance Plan.

Exhibit F. Profit Sharing Plan.  
(See separate booklets.)

Exhibit G. Supplemental Agreement  
Company Health Care Contribution  
Company Defined Contribution.

## **WAGES**

### **(109) Wage Rate Increases**

(A) Wage Changes for Team Members Hired  
Prior to October 29, 2007

(i) Effective the Monday following ratification, each employee who was hired prior to October 29, 2007 shall receive a three percent (3%) increase added to the base wage rate, exclusive of shift premium, seven-day operations premium, and any other premiums.

(ii) Effective the pay period ending September 17, 2017, each employee who was hired prior to October 29, 2007 shall receive an additional three percent (3%) increase added to the base wage rate, exclusive of shift premium, seven-day operations premium, and any other premiums.

(B) Wage Changes for Skilled Trades  
Classifications

(i) Effective the Monday following ratification, each employee in a Skilled Trades classification shall receive a three percent (3%)

increase added to the base wage rate, exclusive of shift premium, seven-day operations premium, and any other premiums.

(ii) Effective the pay period ending September 17, 2017, each employee in a Skilled Trades Classification shall receive an additional three percent (3%) increase added to the base wage rate, exclusive of shift premium, seven-day operations premium, and any other premiums.

(C) (1) Wage Rates for Employees Hired Prior to October 29, 2007

(a) Team Members hired prior to October 29, 2007:

(i) Dundee Engine Plant employees who hold a red-circled rate as of September 14, 2015, will be maintained above the powertrain team member maximum rate and will not receive an increase. Notwithstanding the aforementioned, in those situations in which the red-circle rate is below the new maximum base wage rate of their respective classification, as referenced above in Sections (a)(i) and (a)(ii), rates for those employees shall be increased to the maximum base wage rate accordingly.

(b) Team Leaders hired prior to October 29, 2007:

Team Leaders will receive a one dollar (\$1.00) add-on to the base rate of pay not to exceed the Established Team Leader rate of pay.

(c) Employees Hired Prior to October 29, 2007  
In Progression, Section (114)(a)

(i) Active employees who were in progression under Section (114)(a) of the 2011 Agreement will be progressed to the maximum rate of their classification effective the Monday following ratification.

(ii) For those inactive employees hired prior to October 29, 2007 who were in progression at the time their status became inactive, their records will be jointly reviewed by Wage and Salary Administration and the International UAW to determine the appropriate Team Member rate upon their reinstatement.

(C) (2) Wage Rates for Team Members hired on or after October 29, 2007:

(a) Team Member hourly rates will be paid in accordance with M-13 Memorandum of Understanding UAW FCA US LLC Employees hired on or after October 29, 2007 - Wage & Benefit Agreement.

(b) Employees who were Team Leaders hired on or after October 29, 2007

Team Leaders will receive a one dollar (\$1.00) add-on to the base rate of pay not to exceed the Established Team Leader rate of pay.

## **(110) Performance Bonus**

(a)--Performance Bonus payments will be made to each eligible employee in accordance with the following table:

Eligibility Date	Eligibility Year	Amount	Payable During the Week Ending
September 5, 2016	September 7, 2015 through September 4, 2016	4% of Qualified Earnings	September 18, 2016
September 3, 2018	September 4, 2017 through September 2, 2018	4% of Qualified Earnings	September 16, 2018

An employee shall become eligible for the Performance Bonus payments provided herein, if the employee has seniority as of each designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the fifty-two (52) consecutive pay periods immediately preceding the pay period in which the designated eligibility date falls.

Qualified earnings, as used herein, are defined as income received by an eligible employee from the Company during the Performance Bonus eligibility year resulting from the following:

Hourly Base Wages\*

Shift Premium\*

Payment in Lieu of Vacation and Paid Absence Allowance

Holiday Pay

Seven-Day Operations Premium

Bereavement Pay

Jury Duty Pay

Apprentice Pay

Call-In Pay

Short-Term Military Duty Pay

\* Including Overtime, Saturday, Sunday and Holiday Premium Payments

(b)--Eligible employees are defined as follows:

(i) Non-skilled classifications for employees hired prior to October 29, 2007

(ii) Skilled trades classified employees

An employee who retires during the Performance Bonus Eligibility Year beginning September 7, 2015 or September 4, 2017 and who, but for such retirement, would have had seniority as of the designated respective eligibility date, shall qualify for the Performance Bonus as defined in this Section.

In the case of an employee who dies during the Performance Bonus Eligibility Year beginning September 7, 2015 or September 4, 2017, a Performance Bonus shall become payable as if the employee were a seniority employee on the

designated eligibility date, calculated based on the employee's qualified earnings during the eligibility year as defined above. Such Performance Bonus shall be paid to the employee's duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Company, in its discretion, may determine.

### **(111) Rates Unchanged During Agreement**

During the term of this agreement, the base hourly rate for each classification covered by this agreement will be changed only in accordance with the provisions of Section (109) above.

### **(112) Rate Book**

The Company will furnish to the International Union a copy of the rate classification book of the Company for classifications represented by the Union. The Company will also furnish to the International Union for distribution to the Local Unions applicable rate books for classifications at each plant where employees are covered by the terms of this Agreement. The rate classification books are to be treated in confidence and kept at the office of the International Union and the Local Unions.

### **(114) Wage Progression**

#### **(a)--Seniority Employees Hired At Another Plant**

When a seniority employee who formerly worked in one plant of the Company is hired as an employee in another plant of the Company, the employee shall

be given credit for weeks worked at the former plant for wage progression purposes and shall be paid in accordance with M-13 Memorandum of Understanding UAW-FCA US LLC Employees Hired on or after October 29, 2007 Wage & Benefit Agreement Section IV, 1. If an employee was paid the full base rate at the former plant, the employee shall be paid the full base rate at the new plant.

(b)--Effective Date of Increase

Each increase shall be effective at the beginning of the first pay period following the completion of the required number of weeks worked.

(c)--Transfer to Other Classifications

An employee who is transferred to a higher, lower, or equally paid classification shall be given credit for weeks worked prior to the transfer and shall be paid in accordance with M-13 Memorandum of Understanding UAW-FCA US LLC Employees Hired on or after October 29, 2007 Wage & Benefit Agreement Section IV, 1 if hired on or after October 29, 2007. If the employee was paid the full base rate of the former classification, the employee shall be paid the full base rate of the new classification.

(d)--An employee will receive credit for weeks worked for wage progression purposes for:

(i) the full week of holidays within the Christmas Holiday Period,

(ii) periods of disability due to compensable injury or legal occupational disease,

(iii) full weeks of Family and Medical Leave Act (FMLA) leaves of absence, and

(iv) full weeks of vacation leaves of absence, provided the employee would otherwise have been scheduled to work.

## **CONCLUSION**

### **(115) Withdrawal of Demands and Separability of Provisions**

#### **(a)--Withdrawal of Demands**

This agreement replaces all previous agreements between the parties.

Prior to and during the negotiation of this agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this agreement, but was not. It is the intention of the parties that this agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise.



(b)--Separability of Provisions

(i) In the event that any of the provisions of this Agreement are or become invalid or unenforceable, the remaining, unaffected provisions shall remain in full force and effect.

(ii) Should the parties hereafter agree that applicable law makes, or probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or letters relating thereto invalid or unenforceable, the parties may agree on a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement, and remain in effect for the duration of the Agreement, without the need for further ratification by the Union membership.

**(116) Ratification**

The Union agrees to submit the Agreement to the Union membership in the plants covered by the Agreement for ratification by them on or before October 22, 2015, and the International Union and its Local Unions in these plants will recommend to the membership that it be ratified.

**(117) Termination and Modification**

This Agreement shall continue in full force and effect until 11:59 P.M., September 14, 2019.

(a)--If either party desires to modify, amend or terminate this Agreement, it shall, sixty (60) days prior to September 14, 2019, give written notice of its

intention as provided in Section (118). Notice to modify or amend shall set forth the nature of the changes desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The giving by either party of such a notice to modify, amend or terminate shall terminate this Agreement at 11:59 P.M., September 14, 2019.

(b)--If neither party gives a notice to modify, amend or terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 P.M., September 14, 2019, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 14 of any subsequent year.

### **(118) Notice**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, 8000 E. Jefferson Avenue, Detroit, Michigan 48214, or to such other address as International Union, United Automobile, Aerospace and Agricultural Implement Workers of America shall furnish to the Company, in writing, and if to the Company, addressed to FCA US LLC, 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766, Attention, Secretary, or to such other address as FCA US LLC shall furnish to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, in writing.

INTERNATIONAL UNION  
UNITED AUTOMOBILE,  
AREOSPACE AND  
AGRUCULTURAL  
IMPLEMENT WORKERS  
OF AMERICA (UAW)

Dennis Williams  
Chuck Browning  
Norwood H. Jewell  
Nancy Adams-Johnson  
Miguel Foster  
Troy Davis  
Virdell King  
Patrick Byers  
Shane Dawes  
Shawn Fain  
Roy Hamilton  
Loreese Lee  
Delrico Loyd  
Nate Martin  
Dave Stalnaker  
Rebecca Suell  
Chuck Anderson  
LaTonya E. Baker  
Patricia Bell  
Gina Bruglio  
Paul Caucci  
Robbie Collins  
Mona Copeland  
Demetria Gordon  
Harvey Hawkins, Jr.  
Cherylene Hough  
Kenneth Morrast  
Todd Penn  
Gary Reid  
Doug Rice  
Sue Robles  
Frankie Serra  
Jeff Shrock  
Michael Spacil  
Mark Taylor  
LaChandra White  
Mark Dickow  
Tom Brenner

FCA US LLC

Sergio Marchionne  
Michael Keegan  
Glenn Shagena  
Jim Bante  
Mike Brown  
Michael Jessamy  
Colin Lightbody  
Kathleen Neal  
Chris Pardi  
Glenn Russette  
Sherisse Fiorvento  
Lisa Reinhardt-Kosal  
Valerie Michel  
Mark Babcock  
Brian Beaumont  
Debbie Bogart  
Rhonda Duquette  
Jim Dyckman  
Jeff Guernsey  
Lamar Harris  
Danielle Lester  
Jason McKee  
Roy Richie  
Cassandra Saunders  
Mike Stamper  
Debbie White  
Wendy Woo  
Marie Adam  
Charles Azu  
Craig Banasiak  
Rob Baumann  
Maria Darbonne  
Scott Declaire  
Connie Donelko  
Curtis Doster  
Steve Dufour  
Tammy Forman  
Debbie Felek

INTERNATIONAL UNION  
UNITED AUTOMOBILE,  
AREOSPACE AND  
AGRUCULTURAL  
IMPLEMENT WORKERS  
OF AMERICA (UAW)

LaShawn English

Joe Ferro

Mike Godlewski

Bill Guinan

Jeff Hagler

Jeff Jarema

James Roe

FCA US LLC

Angela Gay

Myrlene Gelibert-Bush

Greg Gomolak

Dan Grady

Jamie Holzhausen

Antionette Humphrey

Nancy Koliba-Gourlay

Janine Lamontagne

Jackie Lepore

Neil Levins

Roberto Licata

Kris Marcath

Colleen McBrady

Jaime Miller

Hank Murawski

Manny Perez

Steve Perrott

Crystal Plucinski

William Polk

Kevin Pollinger

Anna Reitzel

Tom Rolands

Gayle Salisbury

Sue Schroeder

Helen Scott

Shawn Searcy

Stacey Simonson-Rogoski

Mike Spoors

Melanie Swenson

Barbara Teholis

Andrea Tlok

Danielle Tobin

Dawn Vickers

Michael Walsh

Ron Wander

Kevin Waszak

Mike Zubrzycki

## **SUPPLEMENTAL AGREEMENT**

### **Special Provisions Pertaining To Skilled Trades Employees**

(1) The following Special Provisions Pertaining to Skilled Trades Employees (hereinafter referred to as the "Skilled Trades Agreement") supplement the provisions of the Production and Maintenance Agreement applicable to skilled trades employees.

#### **(2) Definitions**

When used in this Agreement:

(a)--The term "Journeyman" or "Journeyperson" means an employee in an apprenticeable skilled trades classification who has acquired the right to exercise his seniority in one or more of such classifications, as hereinafter provided. A Journeyman may also acquire the right to exercise his seniority in a non-apprenticeable skilled trades classification after he has accumulated three (3) years experience in that classification;

(b)--The term "Permanent Employee" means an employee, other than a Journeyman described in Subsection (a), who has acquired the right to exercise his seniority in one or more of the non-apprenticeable skilled trades classifications, as hereinafter provided;

(c)--The term "Temporary Employee" means an employee who has not acquired the right to exercise his seniority in any of the skilled trades classifications, whether apprenticeable or non-apprenticeable;

(d)--The term "Temporary Employee - With Seniority" means a Temporary Employee who has acquired the right to exercise his seniority in one of the apprenticeable skilled trades classifications as hereinafter provided;

(e)--The term "Apprenticeable Skilled Trades Classification" means a classification in or related to a trade which is apprenticed in one or more FCA US LLC plants covered by the Agreement.

### **(3) Journeyman**

(a)--Upon completion of the FCA US LLC Apprentice Training Course, an apprentice shall immediately become a Journeyman and shall be given a seniority date as set forth in Section (12)-- Seniority, of the Supplemental Agreement Special Provisions Pertaining to Apprenticeship and Apprentice Standards.

A graduate apprentice shall become a Journeyman in each related apprenticeable skilled trades classification for which he became fully qualified during his apprenticeship.

(b)--An employee who is not a graduate apprentice shall not hereafter become a Journeyman except as provided in Section (4) of this Agreement.

(c)--A Journeyman in one classification who is assigned to work in another related classification (J-1) shall not exercise his seniority against a Journeyman in the other classification unless and until he has also become a Journeyman in that classification by accumulating three (3) years' experience in it. Further,

an eligible seniority skilled trades employee, who was laid-off and assigned to such a J-1 status may, prior to attaining exercisable seniority in his current classification, request a transfer back to his former skilled trades classification provided that:

- an open position in that employee's former skilled trades classification exists at his current work location or at his home location from which he was most recently transferred to his current position, and
- the skilled trades opening is in a base and non-eliminated skilled trade classification, and
- there are no seniority employees in that trade currently on layoff, and
- there are no other employees with superseding contractual rights to that open position, and
- the transferring employee has sufficient skills to perform the duties of the open position, and
- Local Management and Corporate Employee Relations approve the transfer, and
- such transfer does not adversely affect the efficient operations in any of the affected work areas.

(d)--A Journeyman shall not be laid off in his department while there is work he can do and Temporary Employees are retained on such work. An apprentice shall not be laid off while Temporary Employees are retained in his trade. When there is an increase in force after a layoff, apprentices shall be recalled before Temporary Employees up to the ratio agreed upon prior to the layoff provided the available work is expected to continue for four (4) or more weeks.

(e)--As expeditiously as possible, consistent with continued efficient and orderly operation of the plant, but in any event within thirty (30) days, a Journeyman laid off from a department shall be transferred with his full seniority to a job in a classification in which he is a Journeyman held by a Temporary Employee or a Journeyman with lesser seniority in other departments of the plant.

(f)--As expeditiously as possible, consistent with the efficient and orderly operation of the plant, but in any event within thirty (30) days, a Journeyman laid off from the plant, who prior to becoming a Journeyman was a Permanent Employee in a non-apprenticeable skilled classification, may exercise in the non-apprenticeable classification the seniority he acquired as a Journeyman.

#### **(4) Temporary Employees in Apprenticeable Skilled Trades Classifications**

(a)--The parties recognize that it is more desirable to secure Journeymen by hiring and by training through established apprentice training programs, and while these sources are the preferred means of securing qualified Journeymen, they do not at all times meet the needs of the Company. Until such time as the preferred sources meet the Company's needs, it will be necessary to hire, transfer and promote employees into apprenticeable skilled trades classifications who do not, at the time of hiring, transfer or promotion, have the experience and qualifications of a Journeyman. It is the purpose of this Supplemental Agreement to provide a uniform procedure for acquiring Journeyman status and establishing seniority as a Journeyman.



(b)--In order to insure the orderly training and development of Temporary Employees in the apprenticeable skilled trades, the parties have developed a program consisting of Schedule of Work Processes, referred to in Section (6) for certain apprenticeable skilled trades classifications.

The Schedule of Work Process for Temporary Employees in apprenticeable skilled trades are intended as a guide to the development of Journeymen. It is recognized that, depending on circumstances, it may be necessary for a particular plant to alter or adjust particular schedules to suit local plant operating conditions. The plant shall adjust the Schedule of Work Processes for Temporary Employees to accommodate the training of apprentices in accordance with established Apprenticeship Training Programs.

(c)--Employees hired, transferred and promoted after September 21, 1973, into an apprenticeable skilled trades classification for which there is a Schedule of Work Processes, who do not at the time of hiring, transfer or promotion have the experience and qualifications of a Journeyman in that or a related classification, shall be required, as a condition of remaining in the skilled trades classification, to satisfactorily complete the Schedule of Work Processes for their respective classifications referred to in Section (6), and in addition shall meet the qualifications set forth in Subsection (e) below.

(d)--Temporary Employees shall be listed by classification in the order of their hiring, transfer or promotion into the department on a list of temporary apprenticeable skilled trades employees and shall be laid off, or returned to their regular departments,

and returned or recalled to their skilled trades classification in the departments according to their position on the list of Temporary Employees. At such time as it is determined that a temporary employee is unable to perform satisfactorily the work required of him in the apprenticeable skilled trade, he shall be so advised and his name shall be removed from the list of Temporary Employees. While in the status of a Temporary Employee, he shall retain and accumulate seniority in his regular department. A Temporary Employee shall not be recalled to fill a job vacancy if the job is expected at the time to continue for a period exceeding four (4) workweeks and the Company is aware that Journeymen with that job classification are available when needed to fill such vacancy. Temporary Employees shall not be retained or recalled in line with their position on the list of Temporary Employees if they are unable to perform satisfactorily the work that is available.

(e)--(i)--When a Temporary Employee has completed the Schedule of Work Processes for his classification and accumulated eight (8) years experience in one of the apprenticeable skilled trades classifications, or five (5) years experience in one of these classifications and three (3) years additional experience in a related apprenticeable classification, and is able to demonstrate that he is fully qualified to do the work of the classification, he shall become a Journeyman and shall be entered on the seniority list of the department in which he is then working. His seniority date as a Journeyman, providing all his experience was at FCA US LLC, shall be the date six (6) years prior to the date he became a Journeyman plus the time he would have worked as a Temporary Employee if he had not been in the armed forces,

provided only that at the time he entered the armed forces his status with the Company was that of a Temporary Employee. Time spent on an approved leave of absence by a Temporary Employee, not to exceed forty-five (45) days in any calendar year, and provided the employee would otherwise have been scheduled to work in his classification during the period of the leave of absence, shall be credited as time worked for establishing Journeyman status.

(ii)--When a Temporary Employee has completed the Schedule of Work Processes for his classification and accumulated four (4) years experience in one of the apprenticeable skilled trades classifications in the same plant, and is able to demonstrate he is fully qualified to do the work of the classification, he shall become a "Temporary Employee With Seniority" and shall be entered on the seniority list of the department in which he is then working. His seniority date shall be two (2) years prior to the date he accumulated four (4) years experience. Time spent on an approved leave of absence by a Temporary Employee, not to exceed forty-five (45) days in any calendar year, and provided the employee would otherwise have been scheduled to work in his classification during the period of the leave of absence, shall be credited as time worked for establishing status as a Temporary Employee With Seniority.

When a Temporary Employee With Seniority has accumulated eight (8) years experience in one of the apprenticeable skilled trades classifications, or five (5) years experience in one of the apprenticeable skilled trades classifications and three (3) years additional experience in a related apprenticeable classification, and is able to demonstrate that he is fully qualified

to do the work of the classification, he shall become a Journeyman as defined in Section (2)(a) of this Supplemental Agreement.

(iii)--As expeditiously as possible, consistent with continued efficient and orderly operation of the plant, but in any event within thirty (30) days, a Temporary Employee With Seniority laid off from a department shall be transferred with his full seniority to a job in another department of the plant in his classification held first by a Temporary Employee, then by another Temporary Employee With Seniority who has lesser seniority or by a Journeyman who has lesser seniority.

(f)--During model change or major plant rearrangement, production employees may be temporarily assigned to assist skilled trades employees. Such production employees will not be listed as Temporary Employees in the skilled trades department and will not be credited with skilled trades seniority for any purpose. Rather, they shall retain and accumulate seniority in their production department. If such a production employee is later promoted or transferred to the same skilled trades classification which he was temporarily assigned to assist, he shall receive credit for the time worked while so assigned for the purpose of acquiring the right to exercise seniority in that skilled trades classification. In addition, when such assignments result in the accumulation of 1000 hours in the same classification, the employee will be given a date of entry as a temporary employee six (6) months prior to the date the employee completed 1000 hours on such classification.

**(5) New Hires Apprenticeable Skilled Trades  
Classifications**

(a)--The qualifications of an employee hired to work in the apprenticeable skilled trades classifications shall be carefully ascertained at the time of hiring. His experience must be in work of the kind performed at FCA US LLC in his classification and he must be fully qualified to do the work of one or more of these classifications.

If his qualifications are less than required of a Journeyman, he shall, upon completion of his probationary period, be entered on the list of Temporary Employees in the department providing his experience in the same or a related classification is at least equal to one-half of the time required to become a seniority employee in the classification to which he is assigned and such experience exceeds that of seniority employees who have made application for an opening in such classification; and, shall be credited with his applicable past experience for the purpose of obtaining status as a Journeyman and shall be required to complete the Schedule of Work Processes for his classification. Upon completing his probationary period, he shall be regarded as having seniority in the department in which he was hired and shall be listed as a Temporary Employee. His seniority on becoming a Journeyman shall be three-quarters of the time worked in the skilled classification at FCA US LLC at that plant.

(b)--An employee hired to work in the apprenticeable skilled trades classifications who (1) has satisfactorily completed the FCA US LLC to FCA US LLC's course, or (2) has accumulated eight (8)

years' experience in the classification in which the employee is hired, or five (5) years' experience in that classification and three (3) years' experience in a related apprenticeable classification, shall, upon completion of the probationary period, be entered on the seniority list as a Journeyman. It is incumbent on the employee to present his claims and proofs of qualification for Journeyman status at the time the employee is hired.

Until the employee's qualifications are ascertained, he shall be listed as a Temporary Employee and shall not acquire Journeyman status while laid off as a Temporary Employee.

The Skilled Trades Committeeperson will be furnished a list of employees hired into skilled trades classifications during the preceding sixty (60) day period.

(c)--At the request of the Union, the Company will review the prior experience and qualifications of an employee hired, transferred or promoted into the apprenticeable skilled trades classifications. Such request shall be made within a reasonable period following the Company's determination of the employee's status, and such request shall be pursued in a diligent manner.

## **(6) List of Apprenticeable and Related Classifications**

Appendix I, which includes Part A., List of Apprenticeable Skilled Trades and Related Classifications and Schedules of Work Processes for certain of these classifications, has been agreed upon

and signed by the parties hereto. The Company and the International Union, by agreement, may modify, add to or otherwise revise said Lists and Schedules. This information will be maintained, updated and made available to employees through the online UAW - FCA US LLC Skilled Trades Handbook.

## **(7) Permanent Employees in the Non-Apprenticeable Skilled Trades**

(a)--A permanent employee in one classification, who is assigned to work in another classification, shall not exercise his seniority against a Permanent Employee in the other classification unless and until he has also become a permanent employee in that classification by accumulating three (3) years' experience in it.

(b)--A Permanent Employee in one classification who is assigned to work in another related classification shall not exercise his seniority against a Permanent Employee in the other classification unless and until he has also become a Permanent Employee in that classification by accumulating two (2) years' experience in it.

(c)--A Permanent Employee shall not be laid off in his department while there is work in his department he can do and Temporary Employees are retained on such work.

(d)--As expeditiously as possible, consistent with continued efficient and orderly operation of the plant but in any event within thirty (30) days, a Permanent Employee laid off from a department shall be transferred with his full seniority to a job in a

classification in which he is a Permanent Employee held by a Temporary Employee or a Permanent Employee with lesser seniority in other departments of the plant.

## **(8) Temporary Employees in Non-Apprenticeable Classifications**

(a)--In order to insure the orderly training and development of Temporary Employees in the non-apprenticeable skilled trades, the parties have developed a program consisting of Schedule of Work Processes, referred to in Section (10) for certain non-apprenticeable skilled trades classifications.

The Schedule of Work Processes for Temporary Employees in non-apprenticeable skilled trades are intended as a guide to the development of "Permanent Employees."

(b)--Employees hired, transferred and promoted after September 21, 1973, into non-apprenticeable skilled trades classifications for which there is a Schedule of Work Processes, who do not at the time of hire, transfer or promotion have the experience and qualification of a "Permanent Employee" in that or a related classification, shall be required as a condition of remaining in the skilled trades classification to satisfactorily complete the Schedule of Work Processes for their respective classifications as referred to in Section (10) and in addition shall meet the qualifications set forth in Subsection (d) below.

(c)--Temporary Employees shall be listed by classification in the order of their hiring, transfer or promotion into the department on a list of temporary



non-apprenticeable skilled trades employees and shall be laid off, demoted, or returned to their regular department and recalled to their classification according to their position on the list of Temporary Employees. At such time as it is determined that a Temporary Employee is unable to perform satisfactorily the work required of him in the non-apprenticeable skilled trade, he shall be so advised and his name shall be removed from the list of Temporary Employees. While in the status of a Temporary Employee, he shall retain and accumulate seniority in his regular department. A Temporary Employee shall not be recalled to fill a job vacancy if the job is expected at the time to continue for a period exceeding four (4) workweeks and the Company is aware that Permanent Employees with that job classification are available when needed to fill such vacancy. Temporary Employees shall not be promoted or retained in line with their position on the list of Temporary Employees if they are unable to perform satisfactorily the work that is available.

(d)--When a Temporary Employee has completed the Schedule of Work Processes for his classification and accumulated four (4) years' experience in one of the non-apprenticeable skilled trades classifications and is able to demonstrate that he is fully qualified to do the work of the classification, he shall become a Permanent Employee and shall be entered on the seniority list of the department in which he is then working. His seniority date as a Permanent Employee, providing all his experience was at FCA US LLC, shall be the date four (4) years prior to the date he accumulated four (4) years' experience plus the time he would have worked as a Temporary Employee if he had not been in the armed forces, provided only

that at the time he entered the armed forces his status with the Company was that of a Temporary Employee. Time spent on an approved leave of absence by a Temporary Employee not to exceed a total of forty-five (45) days in any calendar year, and provided the employee would otherwise have been scheduled to work in his classification during the period of the leave of absence, shall be credited as time worked for establishing permanent status.

(e)--During model change or major plant rearrangement, production employees may be temporarily assigned to assist skilled trades employees. Such production employees will not be listed as Temporary Employees in the skilled trades department and will not be credited with skilled trades seniority for any purpose. Rather, they shall retain and accumulate seniority in their production department. If such a production employee is later promoted or transferred to the same skilled trades classification which he was temporarily assigned to assist, he shall receive credit for the time worked while so assigned for the purpose of acquiring the right to exercise seniority in that skilled trades classification.

## **(9) New Hires Non-Apprenticeable Classifications**

(a)--The qualifications of an employee hired to work in the non-apprenticeable skilled trades classifications shall be carefully ascertained at the time of hiring. His experience must be in work of the kind performed at FCA US LLC in his classification and he shall be fully qualified to do the work of one or more of these classifications.

If his qualifications are less than required of a Permanent employee, he shall, upon completion of his probationary period, be entered on the list of Temporary Employees in the department providing his experience in the same or a related classification is at least equal to one-half of the time required to become a seniority employee in the classification to which he is assigned and such experience exceeds that of seniority employees who have made application for an opening in such classification; and, shall be credited with his applicable past experience for the purpose of obtaining status as a Permanent Employee and shall be required to complete the Schedule of Work Processes for his classification. Upon completion of his probationary period, he shall be regarded as having seniority in the department in which he was hired and shall be listed as a Temporary Employee. His seniority upon becoming a permanent employee shall not antedate the date he was hired by FCA US LLC.

(b)--An employee hired to work in the non-apprenticeable skilled trades classifications who has accumulated four (4) years' experience in the classification in which he is hired, shall upon completion of his probationary period, or such later date as his qualifications are ascertained, be entered on the seniority list as a Permanent Employee.

It is incumbent on the employee to present his claims and proofs of qualification for Permanent status at the time the employee is hired. Until the employee's qualifications are ascertained, the employee shall be listed as a Temporary Employee and shall not acquire permanent status while laid off as a Temporary Employee.

The Skilled Trades Committee person will be furnished a list of employees hired into skilled trades classifications during the preceding sixty (60) day period.

(c)--At the request of the Union, the Company will review the prior experience and qualifications of an employee hired, transferred or promoted into the non-apprenticeable skilled trades classification. Such request shall be made within a reasonable period following the Company's determination of the employee's status, and such request shall be pursued in a diligent manner.

### **(10) List of Non-Apprenticeable Classifications**

Appendix I, which includes Part B., List of Non-Apprenticeable Skilled Trades Classifications and Schedules of Work Processes for certain of these classifications, has been agreed upon and signed by the parties hereto. The Company and the Union, by agreement, may modify, add to or otherwise revise said Appendix I. This information will be maintained, updated and made available to employees through the online UAW - FCA US LLC Skilled Trades Handbook.

### **(11) General**

#### **(a)--Seniority Lists**

The seniority list of the department shall show opposite the name of each Journeyman, Permanent Employee, and/or Temporary Employee with Seniority in each classification in which he may exercise his seniority in the department and, where feasible, in the plant.

(b)--Work Opportunity on Non-Skilled Work

A Journeyman, Permanent Employee, or Temporary Employee with Seniority shall not exercise seniority in a non-skilled classification, unless such employee has seniority in a non-skilled classification and has made application to do so at time of layoff, pursuant to Section (61)(d).

A laid-off Journeyman or Permanent Employee without seniority in a non-skilled classification may be hired as a new employee on an open job in a non-skilled classification and shall commence work with date of entry seniority. Such employees will be recalled to their skilled trades classification in accordance with their skilled trades seniority.

(c)--Equalization of Hours

The Management will endeavor to the best of its ability and consistent with the operating needs of the department and the availability of necessary skills, to equalize within reasonable limits and over a reasonable period of time the number of overtime hours worked among all the skilled trades employees in the same classifications in the department. Hours taken off by employees because of illness or at their own request will be considered as hours worked in administering this provision. Overtime arrangements for apprentices may be worked out in plants where apprentices are employed.

(d)--Apprentices

Matters pertaining to apprentices in training to become Journeymen are contained in a Supplemental Agreement.

A Journeyman or a Permanent Employee working in a skilled trades classification in which he has acquired the right to exercise seniority shall receive the maximum rate of that classification.

A Journeyman or a Permanent Employee working in a related classification in which he has not acquired the right to exercise seniority shall receive the maximum rate of that classification.

A Journeyman or Permanent Employee working in a non-related skilled trades classification in which he has not yet acquired the right to exercise seniority shall receive the rate of his former classification or the mid-point of his current classification, whichever is greater, but in no event, shall he receive a rate above the maximum of his current classification.

A Temporary Employee in the apprenticeable or non-apprenticeable skilled trades hired, transferred or promoted to an apprenticeable or non-apprenticeable skilled trades classification shall be paid a starting rate equal to nine percent (9%) less than the minimum rate of the classification and shall receive an increase equal to one and one half percent (1-1/2%) of the minimum rate of the classification on the completion of six (6), twelve (12), eighteen (18), twenty-four (24), and thirty (30) months served in the classification. Upon the completion of thirty-six (36) months served in the classification, the employee shall be paid the minimum rate of the classification. These increases shall be effective the beginning of the first pay period following the completion of each of the specified six (6) month periods served in the classification. Temporary

Employees shall not receive a rate above the mid-point of the rate range of their classifications.

(f)--Outside Contractors

It is the policy of the Company to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, as set forth in its letter, dated October 12, 2011, to the Union on this subject.

In all cases, except where time and circumstances prevent it, the Company will notify the Union in writing prior to letting a contract for the performance of maintenance and construction work in order to afford the Union an opportunity to hold advance discussion of the matter before the contract is let. In this discussion, the Company is expected to review its plans or prospects for letting a particular contract. The Company will provide the Union with available information regarding the nature, scope, cost, and approximate dates of the work to be performed and the reasons (equipment, manpower, etc.) why the Company is contemplating contracting out the work. At such times, the Company is expected to afford the Union an opportunity to comment on the Company's plans and to give weight to those comments in the light of all attendant circumstances.

(g)--Transfer of Temporary Employees

Temporary Employees shall not be transferred as skilled trades employees in a transfer of operations between plants pursuant to Section (68) of the Production and Maintenance Agreement.

## (h)--Departmental Return

A Journeyman, a Permanent Employee or a Temporary Employee With Seniority transferred to another department in the plant pursuant to Section (3)(e), Section (7)(d), or Section (4)(e)(iii) may, within thirty (30) days of such transfer, make a written request to the Plant Employment Office to be transferred to his former department to work in a classification in which he is entitled to exercise his seniority as a Journeyman, Permanent Employee, or Temporary Employee with Seniority and he will be transferred to his former department as expeditiously as possible consistent with continued efficient and orderly operation of the departments concerned, provided the Company is able to recall from layoff a qualified employee who has acquired the right to exercise seniority in that skilled trades classification.

## (i)--Grievance Procedure

Disputes arising from the application of this Agreement may be presented as a grievance under the regular Grievance Procedure set forth in Sections (24) through (26) and if the grievance is not disposed of, it may be referred to Step 2 of the Grievance Procedure within five (5) working days.

**(13) Consideration and Advance Discussions**

When a stamping or assembly plant is contemplating a decision to let to an outside source die or major jig and fixture work, the Plant Management will hold advance discussions with the Local Union concerning the nature, scope and approximate dates of the work to be performed and, based upon the



considerations set forth in the Tool and Die Contracting Section of Letter No. 34, as well as the magnitude of the construction program, the timing of each phase of the program, the availability of facilities, specialized equipment and necessary skills within the work force, the complicating effect of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the efficiencies and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die, jig and fixture construction business, will review with the Union why the decision to let the work is contemplated. The Plant Management will take into consideration and afford due weight to any relevant information furnished by the Union before making its final decision.

A Plant Management decision to utilize an outside source for such work should consider, in addition to all the above relevant considerations, any adverse employment impact on the plant's Journeymen or Temporary Employees with seniority in the affected skilled trades classifications who are laid off or would be laid off as a direct result of the decision. In making a final decision, the Company will not act arbitrarily or capriciously in disregard of the legitimate interests of FCA US LLC employees.

#### **(14) Skilled Trades Representative**

(a)--On any shift in a plant where there are fifteen (15) or more employees in skilled trades classifications and there is no skilled trades Chief Steward, the Local Union may designate in writing a skilled trades employee from among those working on that shift as

the Skilled Trades Representative (as distinguished from a Chief Steward) for such employees.

(b)--The function of the Skilled Trades Representative- shall be limited to presenting in the Grievance Procedure such grievances as may arise on his shift alleging violation of the Supplemental Agreement - Special Provisions Pertaining to Skilled Trades Employees and letters relating thereto.

(c)--Except as provided in this Section, the Skilled Trades Representative shall not be treated as a Chief Steward for any purpose under any Section of the Production and Maintenance Agreement.

## **SUPPLEMENTAL AGREEMENT**

### **Provisions Pertaining To Apprentices**

#### **(1) Provisions Pertaining to Apprentices**

The following provisions relating to Apprenticeship and Apprentice Standards supplement the provisions of the National Production, Maintenance and Parts Agreement applicable to apprentices. The following Sections of the National Production and Maintenance Agreement and the corresponding Sections in the National Parts Depots and National Engineering Agreements shall not apply to apprentices: (46), (47), (48) except (48)(d), (55), (61), (64), (66), (68) and (80). Section (71) shall not apply to apprentices or to openings or vacancies in the Apprentice Program.

## **(2) Purpose**

The purpose of the Apprentice Program is to train individuals in such skilled trades as may be desirable. The object of this training is to provide FCA US LLC with skilled Journeymen who are thoroughly versed in methods used in its plants and provide training for individuals in their chosen trade.

## **(3) Apprentice Qualifications**

Apprentices shall be selected in accordance with the Uniform Apprenticeship Application and Selection Procedure.

## **(4) Applications**

At locations where the FCA US LLC - UAW National Apprentice Committee deems it necessary, the application process for apprenticeship training shall be made available for individuals who wish to prepare for their future as a skilled Journeyman through apprenticeship training. The FCA US LLC-UAW National Apprentice Committee will determine the distribution of such applications.

## **(5) Apprenticeship Agreements**

Apprentices shall be entered into the Program by separate apprenticeship agreements between the apprentice, the Company and the FCA US LLC-UAW National Apprentice Committee. A copy of each Apprenticeship Agreement will be furnished to the Company and to the FCA US LLC-UAW National Apprentice Committee. Each Apprenticeship Agreement will be registered with the Bureau of

Apprenticeship and Training, U.S. Department of Labor.

## **(6) Supervision of Apprentices**

Apprentices shall be under the direction of the Manager, Apprentice Training Department. Qualified personnel shall be charged with responsibility of coordinating the Apprenticeship Program so that a systematic procedure will be followed throughout the training period. In plants in which apprentices are employed, the Company will designate an Apprentice Coordinator who will supervise the Apprentice Program in the plant.

## **(7) Apprentice Performance**

An apprentice may be put on probation or his apprenticeship may be cancelled or terminated and the apprentice dismissed for such causes as inability to learn, unsatisfactory work, inability to perform or other causes related to his apprenticeship. An apprentice who is addressed for such causes related to his apprenticeship may be reviewed as specified in Sections (14) and (15) of this Supplemental Agreement.

## **(8) Resignation**

The apprentice shall have the right to terminate his apprenticeship at any time upon three (3) days' notice in writing to the Manager of the Company's Apprentice Training Department and to the FCA US LLC-UAW National Apprentice Committee.

**(9) Wages Rates**

(a)--Apprentices hired on and after the effective date of this Agreement in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours--65% of the trade classification midpoint wage rate.

2nd 1000 hours--70% of the trade classification midpoint wage rate.

3rd 1000 hours--75% of the trade classification midpoint wage rate.

4th 1000 hours--80% of the trade classification midpoint wage rate.

5th 1000 hours--85% of the trade classification midpoint wage rate.

6th 1000 hours--90% of the trade classification midpoint wage rate.

7th 1000 hours through completion of Program 95% of the trade classification midpoint wage rate.

(b)--Seniority employees who enter into apprenticeship on and after the effective date of this Agreement shall be paid the rate of the classification they held immediately prior to entering into apprenticeship or a rate equal to the sum of the maximum rate of the Team Member Classification plus nine cents (9¢), whichever is lower, provided, however, that in no event will the starting rate be lower

than a rate equal to the maximum rate of the Team Member Classification minus twenty cents (20¢). New apprentices shall be paid that rate until the beginning of the first pay period following the pay period in which they would be entitled to a higher rate according to the schedule in Subsection (a) above. Thereafter, they shall be paid according to the schedule in Subsection (a) above.

(c)--Wage progression schedules for apprentices who entered apprenticeships prior to the effective date of this Agreement are included in the Rate Book furnished the International Union in accordance with Section (112) of the National Production and Maintenance Agreement.

## **(10) Tools**

The Company will provide a starter tool kit for apprentices indentured subsequent to the effective date of the 1999 Agreement and upon completion of their apprentice program orientation. As soon as practicable, after being placed in the Apprentice Program, apprentices will receive a check in the amount of \$400.00 for the purchase of books, supplies, and other equipment necessary for their training.

## **(11) Certificate**

Upon the satisfactory completion of the term of apprenticeship, the FCA US LLC-UAW National Apprentice Committee shall recommend to the Bureau of Apprenticeship and Training, U.S. Department of Labor, that a certificate signifying the satisfactory completion of the term of apprenticeship be issued to the apprentice.

**(12) Seniority**

Upon satisfactory completion of the term of apprenticeship, the graduate apprentice shall immediately become a Journeyman and shall be given a seniority date which shall reflect six (6) months seniority for each 1000 hours in the Schedule of Work Processes in his trade, but in no event shall a graduate apprentice be given a seniority date earlier than the date set forth in the Apprentice Agreement as the date his apprenticeship began.

An apprentice who leaves the employ of one of the U.S. plants to enter military service and upon satisfactory completion of such service returns to the Company within ninety (90) days of his discharge from service and completes his term of apprenticeship, shall upon graduation receive seniority credit equal to his period of military service plus six (6) months seniority for each 1000 hours in the Schedule of Work Processes in his trade, but in no event earlier than the date set forth in his Apprenticeship Agreement as the date his apprenticeship began.

Time spent during the apprenticeship on approved leave of absence, vacation leave, jury duty, annual military encampments as well as excused paid absence allowance days, bereavement days, and holidays for which the employee has received pay from the Company will also be credited toward seniority upon graduation.

If it is necessary to curtail the number of apprentices in a given trade, the reduction shall be made on the basis of the last hired being the first released, so that the required ratio of apprentices

to Journeyman is maintained. In the event a conflict arises because of two apprentices being hired on the same day, the apprentice with the greatest portion of his apprenticeship completed shall be retained.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the seniority he had acquired at time of such layoff, or for a period of five (5) years, whichever is longer, shall lose his status as an apprentice. However, prior to the placement of new apprentices, the FCA US LLC-UAW Apprentice Committee shall have the authority to return the individual to the previously held apprentice classification.

An employee having seniority in the plant who enters the Apprentice Training Program as provided in Section (3)(b) shall, during the period of his apprenticeship, retain and accumulate seniority and if laid off or dismissed from the Apprentice Training Program, he shall be returned to his former department in the plant according to his seniority in it.

An apprentice whose apprenticeship in one plant is interrupted by an indefinite period of unemployment from the Apprenticeship Program will be re-employed in another plant of the Company in the area participating in this Apprentice Program before new apprentices are hired in his trade in such other plant, and there continue his apprenticeship to its completion. His ranking among apprentices in the new plant shall be his date of hiring into the apprentice program. He shall acquire seniority in the plant in which he completes his apprenticeship.



### **(13) Ratio of Apprentices to Journeymen**

The ratio of apprentices in training in a trade shall not be more than one (1) apprentice to eight (8) journeymen unless otherwise approved by the FCA US LLC-UAW National Apprentice Committee.

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to Journeymen shall be one (1) to eight (8). Thereafter, apprentices shall be laid off proportionately to retain such ratio, provided, however, that a minimum of one (1) apprentice may be retained in each trade.

When an increase in force occurs in a trade where apprentices were employed, apprentices shall be recalled at the ratio one (1) to eight (8) before a new employee who possesses the qualifications of a Journeyman is hired.

In the event the Company plans to build or acquire a new plant or facility, the FCA US LLC-UAW National Apprentice Committee may agree to increase the ratio of apprentices to Journeymen in any trade in order to meet the anticipated demand for skilled tradesmen in such plant, provided, however, that it may not so increase the ratio of apprentices in any plant in which Journeymen in the trade are laid off for lack of work.

### **(14) Local Apprentice Committee**

(a)--In those plants where apprentices subject to this Agreement are employed, there shall be a Local Apprentice Committee composed of the Skilled Trades Local Technical Training Coordinator and an

Apprentice Coordinator appointed by the Company. The functions and duties of the Local Apprentice Committee shall be as follows:

1. To confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company, the Union and the FCA US LLC-UAW National Apprentice Committee in the Apprentice Program and to ascertain that the apprentice understands his status and obligations as an apprentice.

2. To review every thirty (30) days and, where necessary, on a more frequent basis the training and progress and work schedule of individual apprentices.

3. To confer on problems raised by apprentices.

4. To confer with apprentices where it appears that the apprentice is failing to perform his obligation as an apprentice. The Local Apprentice Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with his related training.

5. To make recommendations to the FCA US LLC-UAW National Apprentice Committee with respect to the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to his apprenticeship.

6. To discuss the application of the terms of this Supplemental Agreement and matters connected

with the continued improvement of the Apprentice Program.

(b)--Any situation which may arise that cannot be satisfactorily resolved by the Local Apprentice Committee shall be referred to the FCA US LLC-UAW National Apprentice Committee.

**(15) FCA US LLC-UAW National Apprentice Committee**

(a)--A FCA US LLC-UAW National Apprentice Committee shall be established of four (4) members appointed by the Union and four (4) members appointed by the Company.

(b)--The duties of the FCA US LLC-UAW National Apprentice Committee shall be as follows:

(1)--To adopt procedures for the timely and orderly conduct of its business.

(2)--To establish a Uniform Apprentice Application and Selection Procedure, including apprenticeship tests, interview form, and criteria for the evaluation of seniority and prior training. Exceptions to the Uniform Apprentice Application and Selection Procedure may be made by the FCA US LLC-UAW National Apprentice Committee for qualified applicants who possess unusual qualifications.

(3)--To evaluate and select qualified applicants to be placed in the Apprentice program.

(4)--To deal with matters concerning the application of the terms of this Supplemental Agreement.

(5)--To study the effects of the employment of apprentices on the employment of journeymen in the trades involved and other matters that may involve the training of apprentices by Journeymen in the shop.

(6)--To receive regular and special reports regarding apprentice training, including the number and distribution of apprentices and approve the issuance of certification of graduation.

(7)--To review and endeavor to resolve cases involving the disciplinary layoff of an apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to his apprenticeship.

(8)--To take appropriate action on a matter referred to the Committee by a Local Apprentice Committee pursuant to Section (14) of this Supplemental Agreement.

(9)--To discuss and recommend changes in the Schedule of Work Processes, including the related training, of the Apprentice Program and to recommend such schedules for future trades. The Company and the International Union may adopt and agree to such recommendations.

(10)--To issue periodic reports to the parties hereto on the operation of the program and to discuss and recommend changes in this Supplemental Agreement which may be negotiated at the proper time.

(11)--To review results of monthly administrative record audits. The audits will include status of

successful completion of course work and related training hours associated with the Schedule of Work Processes. Subsequent on-site plant audits will be conducted as necessary based on the results of the monthly administrative records audits or at randomly selected facilities.

## **APPRENTICE STANDARDS**

### **(16) Length of Training Program**

(a)--Apprentice courses are set forth in Section (18), Shop Schedules. The number of hours required for graduation varies somewhat between different trades. Satisfactory completion of the related training courses and of the total number of hours specified for each trade shall be required for graduation.

(b)--All overtime actually worked during any term period shall be counted as hours worked and applied against the period total.

### **(17) Prior Training**

An apprentice who (1) has had prior training in a recognized Apprentice Training Program, or (2) a FCA US LLC seniority employee who desires to enter the Apprentice Training Program, or (3) an apprentice who, as provided in Section (12) enters military service and returns to the Company, will have his training and experience evaluated in accordance with the standards established by the FCA US LLC-UAW National Apprentice Committee.

**(18) Shop Schedules**

The apprentice shall serve through a series of operations as indicated in the shop schedule. This Schedule, which is included in Appendix I, Part C, is set up as a guide and if apprentices are employed in a trade for which a schedule of work processes is specifically set forth in the aforementioned Appendix I, Part C, the schedule of work processes shall be adhered to unless local conditions and/or progress of the apprentice requires rearrangement in which case the FCA US LLC-UAW National Apprentice Committee may make such rearrangement. The Company and the International Union may agree to revise Appendix I, Part C or agree to Schedules of Work Processes for other classifications. This information will be maintained, updated and made available to employees through the online UAW - FCA US LLC Skilled Trades Handbook.

**(19) Related Training**

The Company shall provide the required related training set forth in the Schedule of Work Processes during the apprenticeship. Apprentices shall be paid at their regular hourly or salary rates for actual school attendance, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements shall not be subject to overtime or premium pay under

Sections (86) and (87) of the National Production and Maintenance Agreement and corresponding Sections of other Agreements, and such time shall not be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Company under the SUB Plan. Time spent in actual school attendance during the week's regularly scheduled work hours, will be considered as compensated hours in the calculation of overtime pay when the employee works the sixth and/or seventh day of the workweek and has not experienced lost time. On a daily basis, when the apprentice works and attends related training, the related training hours and worked hours combined, not to exceed work hours scheduled, will be used for overtime calculation purposes.

Notwithstanding the above, apprentices shall be paid at double their regular hourly or salary rates for actual school attendance on any of the holidays designated in Section (95) of the National Production and Maintenance Agreement and corresponding sections of other Agreements, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

## **(20) Technical Training Facilities**

The Management may, if it so desires, use the facilities of the Technical Training Center in giving to apprentices under this Agreement the classroom work provided in the Schedule of Work Processes. Journeymen in the following classifications shall be

counted in determining the number of apprentices in a given department who will be in training in a particular trade:

**Electrician**

Electrician

**Millwright**

Millwright

**Pipefitter -- Plumber**

Pipefitter

**Machine Repair**

Machine Repair

**Tool Maker**

**Die Maker**

**Metal Model Maker (Salaried)**

**Metal Pattern Maker (Salaried)**

**Wood Pattern Maker (Salaried)**

**Die Design (Salaried)**

**Tool Design (Salaried)**

**(21) Apprenticeship Agreement**



## APPRENTICESHIP AGREEMENT

This Agreement, this ..... date of ....., 20.... between FCA US LLC, the FCA US LLC - UAW National Apprentice Committee established under the terms of the FCA US LLC - UAW National Production, Maintenance and Parts Agreement, and ..... CID #..... hereinafter referred to as the Apprentice:

WITNESSETH:

FCA US LLC agrees to engage ..... as an apprentice to learn the trade of ..... in accordance with the terms of the Supplemental Agreement - Apprenticeship and Apprentice Standards as set forth in the National FCA US LLC - UAW Production, Maintenance and Parts Agreement.

The apprentice agrees to diligently perform the work of the trade and the related training and to be governed by the terms of the Supplemental Agreement - Apprenticeship and Apprentice Standards; to conform to and obey the rules and regulations of FCA US LLC and to keep all trade and business secrets of FCA US LLC.

The term of apprenticeship, and the processes, methods, or plans to be taught shall be as set forth or referred to in the Supplemental Agreement - Apprenticeship and Apprentice Standards which, by this reference, are made a part of this Apprenticeship Agreement.

IN WITNESS WHEREOF: The parties have caused this Agreement to be signed.

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FCA US LLC - UAW National  
Apprentice Committee  
International Union, (UAW)

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FCA US LLC - UAW National  
Apprentice Committee  
FCA US LLC

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Apprentice

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FCA US LLC

## **Production, Maintenance and Parts Agreement**

The following provisions relating to the Parts Distribution Center Operations Supplement or, as appropriate, apply in lieu of the provisions of the National Production, Maintenance and Parts Agreement. The following corresponding Sections, Memorandum of Understandings and Letters are applicable only to the Parts Operation.

Skilled Trades - Special Provisions Pertaining to Skilled Trades Employees. In the Parts Distribution Centers covered by this Agreement in which there are classifications listed in the Supplemental Agreement Special Provisions Pertaining to Skilled Trades Employees, the Supplemental Agreement Special

Provisions Pertinent to Skilled Trades Employees shall apply.

#### **(4) Equal Application Agreement**

It is the policy of FCA US LLC and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, status as a qualified person with a disability, sex, including sexual harassment, sexual orientation, gender identity/expression, union activity or membership in any legally protected class.

In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the Grievance Procedure. Any such claim, when presented in writing, pursuant to Step 2(a) of the Grievance Procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. If appealed to Step 3, the Plant Shop Committee of the Local Union, before deciding whether to take the grievance up with the Plant Manager or his designated representative, may refer the claim to the Chairman of the Civil Rights Committee of the Local Union for a factual investigation and report. The Member of the Civil Rights Committee designated by the Chairman to investigate the claim shall not receive pay from the Company for time spent on such activity.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims.

### **(15) Number of Districts**

The number of districts in each plant shall be the present number, unless the number is increased or decreased by agreement between the Plant Management and the Union. The Plant Management and the Union may redistrict a plant from time to time by agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

### **(16) Committeeperson**

(a)--In each district, employees in the district shall be represented by one Committeeperson who shall be a regular employee having seniority and working in the district. The second and third shifts shall be represented by one or more Committeeperson for each shift.

(b)--It is understood and agreed that each Committeeperson has full-time work to perform in the plant and that he will not leave his work without first notifying his Foreman and shall report to his Foreman on his return. It is understood and agreed that the Committeeperson will not leave his district during working hours. The Foreman will grant permission to the Committeeperson to leave his work for the purpose of presenting grievances. The Foreman

also will grant permission to the Committeeperson to leave his work if the Committeeperson advises his Foreman that a grievance or grievances have been referred to him by one or more of his constituents which require investigation before the grievance or grievances can be properly presented. In such case, the Committeeperson shall advise the Foreman of the number and nature of grievances he wishes permission to investigate, and after investigating such grievances shall advise the Foreman of those grievances he disposed of and present the remaining grievances to the Foreman.

(c)--If the Committeeperson goes into a department other than the one in which he works to investigate grievances, he will advise the Foreman in that department of his presence and the number and nature of the grievances he wishes to investigate. After investigating them, the Committeeperson shall advise the Foreman or the designated representative of management, the number and nature of the grievances that he disposed of and present the remaining grievances.

(d)--If it is necessary for a Committeeperson to speak to an employee about a grievance, he will make arrangements with the employee's Foreman to do so.

(e)--Committeeperson during their working hours, without loss of time or pay, may in accordance with the terms of this section, perform their duties of conferring with Foremen or other designated representatives of the plant management and of investigating grievances. The privilege of Committeeperson to leave their work during working hours without loss of pay is subject

to the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused and that the Committeeperson will do the work to which they are assigned at all times except when necessary to leave their work to handle grievances as provided herein.

(f)--During overtime periods or weekend work the Committeeperson shall be scheduled to work as long as there is work scheduled in his district he can do and any of his respective constituents are working.

### **(17) Plant Shop Committeepersons**

(a)--The Plant Shop Committee of the Union shall consist of not more than five (5) members, each of whom shall be a committeeperson on the first shift. One (1) member of the Committee may be designated by the Union as Chairperson, in which case the Company will be so notified. In Michigan plants only one (1) member of the Plant Shop Committee shall be an employee on a skilled trades classification.

(b)--If and when there are more districts than the number of Plant Shop Committeepersons permitted under this section, then members of the Plant Shop Committee, by arrangement between the Plant Management and Plant Shop Committee, may have assigned to them certain districts in the plant and on proper occasions may go into those districts, but not into other districts of the plant assigned to other Plant Shop Committeepersons.

(c)--The Supervisor will grant permission to Plant Shop Committeepersons to leave their work for the

purpose of attending scheduled meetings or special conferences as provided in Section (21).

### **(18) Abuse of the Procedure**

(a)--The management in a plant may present to the Secretary of the Local Union as grievances any abuses of the grievance procedure by the Union, its Committeeperson, its Plant Shop Committeeperson, its Local Union officers, or other representatives or members of the Union. If the management is dissatisfied with the disposition of the grievance made by the Local Union, it may take the grievance up with the International Union.

(b)--The Union may present to the Labor Relations Supervisor in a plant as grievances any abuse of the grievance procedure by the management or its representatives. An appeal in accordance with the grievance procedure may be taken by the Union if it is dissatisfied with the Labor Relations Supervisor's decision.

(c)--Such grievances by either the Plant Management or the Union shall be presented in writing.

### **(20) This Section not used**

### **(21) Special Conferences**

(a)--Special conferences for important matters may be arranged between representatives of the Local Union and the Labor Relations Supervisor, or the Plant Manager or his designated representative. The Union representatives at such special conferences

shall be limited to no more than three (3) Union Representatives on the active roll in plants of up to fifty (50) employees on the active roll, no more than four (4) Union Representatives on the active roll in plants of fifty-one (51) to one hundred and fifty (150) employees on the active roll and no more than five (5) Union Representatives on the active roll in plants of one hundred and fifty-one (151) to two hundred and fifty (250) employees on the active roll to be selected from members of the Plant Shop Committee and the four (4) ranking Local Union officers. Upon request, the Regional Director of the Union for the area in which the plant is located, or his regular representative, may also attend. Arrangements for such special conferences shall be made in advance with the Labor Relations Supervisor, or the Plant Manager or his designated representative, by the Chairperson of the Plant Shop Committee or the President of the Local Union, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

(b)--Union representatives as specified in Sub-section (a) above if working in the plant shall receive pay from the Company at their regular hourly rates for the time spent in such special conferences, provided they would otherwise have worked in the plant during the time spent in such conferences.

(c)--Upon the request of the Director, National Chrysler Department of the International Union, the Manager of **Employee** Relations of the Company will make arrangements for a representative of the



National Chrysler Department of the International Union to attend such special conferences.

## **(22) Time of Answers**

The management will answer in writing any grievance presented to it in writing by the Union:

(a)--by the Supervisor or other designated representative of Management within five (5) working days,

(b)--by the Plant Manager or his designated representative within seven (7) working days.

These time limits may be extended any time by agreement between the Company and the Union.

## **(24) Step 1**

(a)--The employee or one member of a group having a grievance may take the grievance up with his Supervisor, or may ask the Supervisor to send for the Committeeperson in the district who handles grievances at this step of the grievance procedure. The Supervisor will promptly send for the Committeeperson.

(b)--If necessary, after discussing the grievance with the employee, the Committeeperson then takes the grievance up with the Supervisor or other representative of Management in the district.

(a)--If the Committeeperson and the Supervisor or other designated representative of Management are unable to dispose of the grievance the Committeeperson then takes the grievance up with the Supervisor or other designated Management representative. If the Committeeperson and Supervisor or other designated management representatives are unable to dispose of the grievance, the Committeeperson then shall reduce the grievance to writing and deliver copies of the written grievance to the Supervisor and to the Plant Shop Committeeperson in the district. (Any claim of discrimination when presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes he or she has been discriminated against.)

(b)--Grievances which are presented in writing by Committeepersons on shifts other than the first shift and which are not disposed of shall, together with the answer of the Supervisor or other designated representative of Management, be presented by the Committeeperson to the Plant Shop Committeeperson of the district. The Plant Shop Committeeperson will then process the grievance.

(c)--The Plant Shop Committeeperson then takes the written grievance up with the Supervisor or other designated Management representative for the particular district.

(a)--If the Plant Shop Committeeperson and the Supervisor or other designated Management representatives are unable to dispose of the grievance, the Plant Shop Committeeperson then refers the grievance to the President of the Local Union who may then take the matter up with the Plant Manager or his designated representative after arranging a meeting. Upon request of the President of the Local Union no more than two (2) other Union Representatives on the active roll in plants of up to fifty (50) employees on the active roll, no more than three (3) other Union Representatives on the active roll in plants of fifty-one (51) to one hundred and fifty (150) employees on the active roll and no more than four (4) other Union Representatives on the active roll in plants of one hundred and fifty-one (151) to two hundred and fifty (250) employees on the active roll to be selected from members of the Plant Shop Committee and the three (3) remaining ranking Local Union officers, and the Regional Director of the Union for the area in which the plant is located, or a regularly designated representative of the Regional Director, may attend the meeting.

(b)--Officers of the Local Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Company for time spent in such meetings. If Management agrees to a meeting or the continuation of a meeting during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Company at the appropriate overtime rate for the overtime he spends in such meeting.

(c)--The President of the Local or his designated representative may investigate any grievance appealed to this step of the grievance procedure and, if working in the plant, will receive pay at his regular hourly rate for time spent in such investigation.

(d)--If a grievance involves the proper classification of employees or their working conditions, a representative of the International Union may enter the plant during regular working hours, after making proper arrangements with the Union Relations Supervisor, in order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the local plant management may accompany the Union's representative.

#### **(27) Step 4 - Regional Review and Appeal to Appeal Board**

##### **(a)--Step 4-Regional Review**

If the officers of the Local Union and the Plant Manager, or his designated representative, are unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the Regional Representative of the Union for the area in which the plant is located. The Regional Representative will review the grievance. If the grievance is one on which the Appeal Board has power and authority to rule, he may arrange a meeting with the Plant Manager or his designated representative, to discuss the grievance. At the request of the Regional Representative, either the Local Union President or a Committeeperson, but not both, may attend such meeting. Within ten (10) days of such meeting the

Plant Manager or his designated representative shall forward to the Regional Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the Regional Representative shall either dispose of the grievance or if the grievance merits appeal, refer it to the International Union which, if the grievance merits appeal, shall within forty-five (45) days of the appeal of the grievance to Step 4, refer the grievance to the Appeal Board.

**(b)--Appeal to Appeal Board**

If the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Committeeperson and the written answers to the grievance and such other written records as there may be in connection with the matter and forward the same to the Manager of **Employee** Relations of the Company, together with a notice that the answer of the Plant Manager or his designated representative with respect to that grievance is not satisfactory to the Union. The matter, if within the power and authority of the Appeal Board as provided in Section (29), may then be submitted to the Appeal Board for final disposition, such disposition to be made within thirty (30) days of the submission.

**(29) Authority of Appeal Board**

The power and authority of the Appeal Board shall be limited to:

(a)--matters involving the correctness of the classification of employees, provided that the absence

of a classification from the list of classifications authorized for use at a particular plant by the Company shall not preclude the application of that classification at the plant provided the requested classification is an established hourly classification under this Agreement and provided further the application of the requested classification is proper, based upon the work performed; and

(b)--applying and interpreting the provisions of the agreement, and written memoranda and letters of understanding between the Company and the International Union that relate to and supplement the terms of this Agreement, and

(c)--in proper cases, modifying penalties assessed by the management in disciplinary discharges and layoffs.

The Appeal Board shall not have authority to add to or subtract from or to modify any of the terms of the agreement or to establish or change any wage or rate of pay.

Any case appealed to the Appeal Board on which it has no power to rule shall be referred back to the parties without decision.

#### **(41) Union Representation**

The employee may ask to discuss his suspension, disciplinary layoff or discharge with the Committeeperson for the district and the Management will designate an office where he may do so before he is required to leave the plant. Upon request, the employee's Supervisor or other designated

representative of Management will discuss the suspension, disciplinary layoff or discharge with the employee and the Committeeperson. In proper cases, exceptions shall be made.

#### **(42) Appeal of Discharge**

Should the discharged employee or the Committeeperson consider the discharge to be improper, a complaint shall be presented in writing through the Shop Committee to the Union Relations Supervisor or designated representative of Management within seventy-two (72) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The Management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within five (5) working days after Management gives its answer to the Union.

#### **(44) Relief Time and Other Allowances**

All direct labor employees on continuous operations in an Assembly Plant or assembly areas in a Powertrain Plant shall be provided five (5) minutes of relief time per hour. Indirect labor employees and employees not on continuous operations shall be provided three (3) minutes of relief time per hour.

Such relief time, except in emergencies, shall not be provided during the first forty-five (45) minutes of the shift or the first forty-five (45) minutes after the lunch period, or during such other periods, not exceeding in the aggregate ninety (90) minutes per

shift, as may be mutually satisfactory in the local plants. Where the lunch period is not in the middle of the shift, the relief allowance and the compression time shall be proportionately divided before and after the lunch period.

#### **(47) Seniority Defined**

Seniority is by department or division.

#### **(48) Seniority Lists**

(a)--Rank on the seniority list shall not be affected by the age, sex, religion, race, color, national origin, qualified person with disability, marital status, or dependents of the employee.

(b)--The seniority lists on the Company on the date of this Agreement show the names of all employees of the Company entitled to a ranking for seniority.

(c)--The Management shall keep the seniority list for each department up to date at all times, and whenever the Committeeperson shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Management will post in each department a corrected list every ninety (90) days. At the request of the Local Union, a seniority list, by division, will be posted.

(d)--Two copies of such lists will be given to the Local Union and will include the classifications of the employees on the list as of the date of the list. This will not require a change in any mutually satisfactory



local practice now in effect and will not limit any local practice hereafter agreed upon.

#### **(49) Loss of Seniority**

An employee shall lose his seniority for the following reasons only:

(a)--He quits.

(b)--He is discharged and the discharge is not reversed through the grievance procedure.

(c)--He is absent for five (5) scheduled work days or forty (40) scheduled work hours without notifying the plant in accordance with its procedure established pursuant to Section (94) of the Agreement unless, for a reason beyond his control, he is unable to comply with such notice requirements. After such absence, Management will send written notification to the employee at his last known address that he has lost his seniority. Such notice will include the name of the person he is to contact at the plant in the event he has evidence to which an exception should be made. Such notice will also advise him of his right to union representation, at his request, while he is in the employment office. If the disposition made of any such case is not satisfactory, the matter may be reduced to writing and referred to Step 3 of the grievance procedure.

(d)--If he does not return to work when called, in proper cases, exceptions shall be made if the employee can satisfactorily substantiate and had promptly informed the plant that for a reason beyond his control he was unable to comply with such call to

return. If the disposition made of any such case is not satisfactory, the matter may be reduced to writing and referred to Step 3 of the grievance procedure.

(e)--He is terminated in accordance with the Memorandum of Understanding on Absenteeism and the termination is not reversed by the National Attendance Council or the Impartial Chairman.

(f)--If he is laid off during the term of this Agreement for a continuous period equal to the seniority he had acquired at the time of such layoff period, or for five (5) years, whichever is longer; provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his seniority because of his continuing physical inability to perform the available work will not be considered as laid off for the purposes of this Subsection unless and until an employee in the same seniority department or division with the same or greater seniority is on layoff as defined in Section (58).

(g)--He receives permanent total disability benefits under a group insurance policy held by the Company. If he ceases to receive such benefits and is re-employed, his seniority, including that which he otherwise would have acquired during the period of his disability, shall be restored.

(h)--He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and recovers and has his pension discontinued, his seniority including that which he otherwise would have acquired during the period of his disability, shall be restored, provided, however, if the period of his disability retirement was

for a period longer than the seniority he had on the date his pension for permanent total disability began, he shall, upon the discontinuance of his permanent total disability pension, be given seniority equal to the amount of seniority he had on the date such pension began.

(i)--He elects to opt out of Transitional Assistance Benefits and receive lump-sum cash payment as outlined in the Supplemental Unemployment Benefit Plan.

### **(50) Seniority of Committeeperson**

Notwithstanding their position on the seniority list, Committeeperson shall, in the event of a layoff, or temporary adjustment, be continued at work as long as there is a job in their district which they are able to do and any of their respective constituents still are at work, and shall be recalled to work after the layoff as soon as there is a job in their district which they are able to do and any of their respective constituents have been recalled to work. During temporary adjustments, Committeepersons shall investigate and present only grievances that arise during such adjustment.

### **(51) Seniority of Officers**

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Treasurer, Health and Safety Representative, Benefit Plans Representative and Employee Assistance Program Representative shall in the event of a layoff as defined in Section (58) and rehire be continued at work at all times when one or more departments or fractions thereof

are at work, provided that they are able and do the work being done at the time. It is understood that Benefit Plans Representatives, Employee Assistance Program Representatives, and Health and Safety Representatives (except as provided in the Health and Safety Memorandum) shall not participate in the Grievance Procedure.

## **(52) Seniority of Employees Promoted to Salary**

(a)--If an hourly employee is promoted to a non-supervisory salaried position and is thereafter transferred to a position as an hourly employee, he shall accumulate seniority while working in the salaried position and, when so transferred, shall commence work as an hourly employee with the seniority ranking he had at the time of his promotion plus the seniority accumulated while he was working in the salaried position.

(b)--If an hourly employee is promoted to assistant foreman, foreman or to any other supervisory position and is thereafter transferred to a position as an hourly employee, he shall commence work as an hourly employee with the amount of seniority he had at the time of his promotion plus the amount of seniority, if any, accumulated while he was working in the supervisory position prior to March 1, 1977.

## **(59) Notice of Layoff**

The plant will give to employees and to the Committeeperson in the district twenty-four (24) hours notice of layoff as hereinbefore defined except:

(a)--in the case of a temporary adjustment when the circumstances causing the reduction in force make it impracticable for Management to give such notice;

(b)--when employees are displaced by employees returning to work from leaves of absence; or

(c)--when employees are displaced by temporary skilled trades employees returning to production.

### **(61) Layoff Procedure - Indefinite Layoff**

When there is an indefinite layoff, the following procedure shall be followed:

(a)--Probationary employees will be laid off on a plant-wide basis in such manner and as expeditiously as is consistent with the continuous, efficient and orderly operation of the plant or departments involved, providing that the laid-off seniority employee who displaces the probationary employee is willing to accept, and has the ability to perform the job.

(b)--Employees with seniority will be laid off according to seniority.

**(66) *This Section not used***

**(77) *This Section not used***

**(91) *This Section not used***

**(92) *This Section not used***

## 2015

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## 2016

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## 2017

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February 2017						
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July 2019						
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## NOTES

[illegible]

